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ABSTRACT

Articles of the agreement cover relationship between the board and the association, use of college facilities, faculty fringe benefits, academic freedom and responsibility, selection of department chairmen, participation in decision making, faculty evaluation, faculty grievance procedures, faculty workload, access to faculty personnel files, statutory responsibilities of the board, compliance with time schecules established from time to time by the board or the president, policy making authority of the board, and student participation in decision making. (MJM)

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AGREEMENT BETWEEN

BOARD OF TRUSTEES OF STATE COLLEGES

AND THE

FITCHBURG STATE COLLEGE EDUCATION ASSOCIATION

MAY 28th, 1974 TO JUNE 30th, 1976

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TABLE OF CONTENTS

Preamble 1-2

Article I Recognition and Definitions 3-12
- A. Recognition 3
- B. Jurisdiction 3
- C. Dues Check-Off 4
- D. Definitions 4-12
- E. Faculty Entitlement Under this Agreement 12
- F. Construction 12

Article II Relationship Between the Board and the Association 13-15
- A. Fair Practices 13
- B. Individual Contracts 13-14
- C. Consultation 14
- D. Information 14
- E. Providing for Special Needs at the McKay Campus School 15

Article III Use of College Facilities 16

Article IV Faculty Fringe Benefits 17-23
- A. Paid Leaves of Absence 17-20
  - 1. Sick Leave
  - 2. Sabbatical Leave
  - 3. Funeral Leave
  - 4. Personal Leave
  - 5. Other Leaves
  - 6. Exclusions from Leave Deduction
- B. Unpaid Leaves of Absence 20-22
  - 1. Professional Leave
  - 2. Maternity Leave
- C. Insurance 22
  - 1. Life Insurance
  - 2. Health and Accident Insurance
  - 3. Workmen's Compensation
- D. Tax-Deferred Annuities 22-23
- E. Changes in Benefits 23

Article V Statement on Academic Freedom and Responsibility 24-25

Article VI Selection of Department Chairmen, Unit Leaders and Learning Community Leaders and Responsibilities of Department Chairmen 26-32
A. Selection and Term of Appointment 26-28
1. Advisory Procedures for the Selection of Department Chairmen, Unit Leaders and Learning Community Leaders
2. Term of Appointment
B. Responsibilities of Department Chairmen 28-29
C. Duties of Department Chairmen 29-31
D. Recall of Department Chairmen, Unit Leaders and Learning Community Leaders 31-32
E. McKay Campus School - Representation at Department Chairmen's Meetings 32

Article VII Participation in Decision Making 33-53
A. The All-College Council: Membership and Responsibilities 33-38
1. Membership of the All-College Council
2. Council Officers
3. Duties of Officers
4. Council Meetings
5. The Establishment of an Executive Committee
6. Responsibilities of the All-College Council
B. The President of the College - Role and Responsibilities 38-40
C. The Standing Committees of the Council - Membership and Responsibilities 40-46
1. Membership of Standing Committees
2. Responsibilities of Standing Committees
3. Committee Deliberations
D. Committee Reporting Procedure and Meetings 46-48
1. Reporting Procedure
2. Meetings
E. Governance Review Committee 48-50
F. Establishment and Responsibilities of Ad-Hoc Committees 50-51
1. Establishment
2. Membership
3. Committee Organization
G. Notice of Appointments 51
H. Eligibility 51
I. McKay Campus School Council 51-53

Article VIII Faculty Evaluation 54-67
A. The Membership and Role of the Evaluation Committees 54-57
1. Departmental Evaluation Committees

2. Evaluation of Ten-Month Librarians
3. McKay Campus School Evaluation Committees
B. The Role of the Department Chairman 57-60
C. Special Committee on Tenure 60-63
D. Evaluation of Department Chairmen, Unit Leaders and Learning Community Leaders 63-64
E. The Role of the Academic Dean and the Dean of Teacher Education 64-65
F. Professional Practices Committee 65-66
1. Membership
2. Functions
G. Role of the President of the College 66
H. Criteria for Appointment, Promotion and Tenure 66-67

Article IX Faculty Grievance Procedures 68-77
A. Intent 68
B. Definition 68-69
C. Procedures for the Filing of a Grievance 69-76
D. Waiver, Admission and Termination 76-77
1. Waiver
2. Admission
3. Termination

Article X Faculty Workload, Scheduling and Course Assignments 78-82
A. Workload, Scheduling and Course Assignments of Faculty at the College 78-80
B. Senior Teacher Workload at the McKay Campus School 80-82

Article XI Access to Faculty Personnel Files 83-84

Article XII No Strike or Lock Out Pledge 85

Article XIII Statutory Responsibilities of the Board 86

Article XIV Compliance with Time Schedules Established from Time to Time by the Board or the President 87

Article XV The Policy Making Authority of the Board of Trustees 88

Article XVI Student Participation in Decision Making 89-90
A. Acceptance 89-90
B. Effectiveness 90

Article XVII Duration and Extent 91-92
A. Duration 91
B. Extent 91
C. Changes in the Agreement 92

Article XVIII Saving Clause 93

Appendices:

A. Payroll Dues Deduction Authorization
B. Board's Policy on Appointment, Promotion and Tenure; Non-Discrimination; and Definition of Work Year
C. Faculty Evaluation Form
D. Student Evaluation Form
E. Report of Classroom Visitation-McKay Campus School; Teacher Evaluation Scale
F. Evaluation Form - Ten-Month Librarians
G. List of Consultants

PREAMBLE

This Agreement is entered into by and between the Board of Trustees of State Colleges and the Fitchburg State College Education Association/MTA, as the exclusive bargaining agent for faculty members in the bargaining unit as described in Article I, Section A.

As a four-year public institution of higher learning, Fitchburg State College recognizes its commitment to the individual and to society. The extended participation of faculty, students and administrators in the governance of Fitchburg State College is essential to its growth and development as a multi-purpose college within the system of State Colleges under the jurisdiction of the Board of Trustees of State Colleges and under the laws of the Commonwealth of Massachusetts.

In this movement toward shared governance and shared decision making it is fitting that a community of women and men who are members of a profession dedicated to the advancement of learning, instruction, scholarship and service should share appropriately in the formulation of plans and policies which affect their professional activities under the jurisdiction of the Board of Trustees of State Colleges.

Accordingly, this Agreement between the Board of Trustees of State Colleges and the Fitchburg State College Education Association/MTA seeks to establish a firm basis for faculty participation in all-college governance and to describe more precisely the scope of this participation.

D

The parties to this Agreement recognize the imperative need to move forward from the present to the projected goals of Fitchburg State College if the institution is to develop its fullest potential. They further pledge themselves, therefore, to work cooperatively to fulfill these goals and objectives by the sharing of efforts among students, faculty, administrators and trustees in accordance with their commitment to the highest standards in learning and teaching, in scholarship and in service to the community which supports the college's existence.

ARTICLE I - RECOGNITION AND DEFINITIONS

A. Recognition

The Board of Trustees of State Colleges (hereinafter referred to as the "Board") recognizes the Fitchburg State College Education Association (hereinafter referred to as the "Association") as the exclusive collective bargaining representative with respect to the conditions of employment of a unit which comprises:

All faculty who hold a full-time appointment from the Board as Professor, Associate Professor, Assistant Professor, Instructor, Department Head with academic rank and ten-month Librarians with academic rank,

but excludes:

All members of Unit II and the President, Academic Dean, Director of Evening Session, Director of Continuing Education, Director of Graduate Education, Director of Field Services, Dean of Teacher Education, Director of Placement, Director of Counseling Services, Executive Vice President, Registrar, Dean of Students, Associate Dean of Students, Director of Instructional Media, Principal, Assistant Principal, Director of Admissions, Director of Careers, Director of Administrative Services, Director of Fiscal Affairs, Director of Planning and Development, Head Librarian, Assistant to the President and Dean of Undergraduate Studies.

B. Jurisdiction

During the term of this Agreement, the jurisdiction of the Association shall extend to those faculty who now or hereafter hold full-time appointments to the positions included in the bargaining

unit.

C. Dues Check-Off

The Association shall be permitted authorization for payroll deductions as set forth in Appendix A.

D. Definitions

1. Academic Year. The term "academic year" as used in this Agreement comprises the inclusive dates from September 1 to June 30. (See Appendix B.)

2. Administration. The term "administration" as used in this Agreement shall mean the President and other principal administrative officers of the College appointed by the Board from time to time. Such designation shall not include individuals and positions within the bargaining unit as defined in Article I A. of this Agreement.

3. Administrative Representative. The term "administrative representative" as used in this Agreement shall mean any person so designated by the President of the College from time to time.

4. Appropriate Dean. The term "appropriate dean" as used in this Agreement shall mean the Academic Dean for faculty in departments other than the various Education Departments and the Dean of Teacher Education for faculty at the McKay Campus School and the various Education Departments.

5. Area. For the purpose of this Agreement, the term "area" shall refer to each of the groups of faculty members who are offering courses in subject areas which are not organized into Departments.

6. Assistant Principal (Elementary). The term "Assistant Principal (Elementary)" as used in this Agreement refers to the person appointed by the President and approved by the Board to administer the Elementary Section of the McKay Campus School under the direction of the Principal.

Assistant Principal (Junior High). The term "Assistant Principal (Junior High)" as used in this Agreement refers to the person appointed by the President and approved by the Board to administer the Junior High Section of the McKay Campus School under the direction of the Principal.

7. Assistant Teacher. The term "Assistant Teacher" as used in this Agreement refers to those undergraduate students or graduate students who are doing their student teaching at McKay Campus School.

8. Association Representative. The term "Association Representative" as used in this Agreement means any representative of the Association who is a member thereof, and has been officially so designated in writing by the President of the Association to the President of the College, or a representative of the Massachusetts Teachers Association who has been officially so designated in writing by the President of the Association to the President of the College.

9. Board. The term "Board" as used in this Agreement refers to the Board of Trustees of State Colleges as designated in Mass. G. L. c. 15, Section 20A.

10. Campus. The term "campus" as used in this Agreement refers to any site or location of the facilities or properties

of Fitchburg State College.

11. Co-curricular Activities. Co-curricular Activities, as distinguished from extra curricular activities hereinafter defined, are those educational activities that are provided for students at the McKay Campus School, which are supplementary to regular academic activities, in order to enhance the total development of students. These activities are assigned by the Principal to Senior Teachers at the McKay Campus School and occur during the workday referred to hereinafter in the last two paragraphs of Article X.

12. College. The term "College" as used in this Agreement refers collectively to all facilities and properties which are now or shall hereafter be designated by the Board for the use of Fitchburg State College.

13. Consultant. The term "Consultant" as used in Article IX of this Agreement means a person whose name appears on the list attached as Appendix G.

14. Council. The term "Council" as used in this Agreement refers to the All-College Council as organized and established under Article VII of this Agreement.

15. Dean. The term "Dean" as used in this Agreement shall mean the Academic Dean or the person holding the equivalent position as may be designated from time to time by the Board.

16. Department. The term "Department" as used in this Agreement refers to the organizational units of the faculty as are now or may from time to time hereafter be established, modified or abolished by the President and recognized by the

Board. The existing Departments are: (1) Behavioral Sciences, (2) Biology and Medical Technology, (3) Chemistry, (4) Early Childhood, Elementary and Secondary Education, (5) English and Speech, (6) Humanities (including Fine Arts, Foreign Languages, and Philosophy), (7) Social Sciences, (8) Industrial Arts, (9) Instructional Media, (10) Mathematics, (11) Nursing, (12) Physical Education, (13) Physics, and (14) Special Education. Moreover, solely for purposes of this Agreement, the term Department shall also include the College Library.

17. Department Chairman. The term "Department Chairman" as used in this Agreement shall mean any person appointed by the President in accordance with the provisions of Article VI of this Agreement to fulfill the responsibilities set forth herein with respect to any Department of the College as defined in this Agreement. Moreover, solely for the purposes of this Agreement, the Head Librarian shall be a Department Chairman, and shall for the duration of this Agreement discharge the duties of a Department Chairman as set forth in this Agreement.

18. Division. The term "Division" as used in this Agreement refers to any organizational arrangement of two or more departments as may from time to time be established, modified, or abolished by the President and recognized by the Board.

19. Elementary Section. The term "Elementary Section" as used in this Agreement refers to that part of the McKay Campus School which presently encompasses pre-kindergarten, kindergarten, Instructional Units A, B, C, and D, and which is directly administered by the Assistant Principal (Elementary).

20. Emergency Assignments. The term "Emergency Assignments" as used in this Agreement refers to those assignments of the faculty which are made by the Principal and/or Assistant Principals of the McKay Campus School, acting in good faith, to meet an unforeseen combination of circumstances during a school day which affect the welfare of the pupils and/or the proper operation of a school as mandated by state law. An example of this type of situation would be the need for teacher coverage of a class when a professional colleague is taken ill during a school day.

21. Extra-Curricular Activities. Extra-curricular activities at the McKay Campus School as distinguished from "co-curricular activities" defined above, shall include but not be limited to those education-related activities provided in the elementary and junior high schools of the City of Fitchburg and performed during periods of time not included in the working day of Senior Teachers at the McKay Campus School (see Article X below). Such extra-curricular activities shall be performed by the faculty members upon such terms and conditions as may be voluntarily agreed upon in writing by the faculty members and the Principal. Faculty members shall be recompensed for such extra-curricular activities. Such extra-curricular activities may include but shall not be limited to coaching intramural and inter-scholastic athletics, dramatics, yearbook and magazine production, cheerleading, newspaper and musical events. Non-participation in extra-curricular activities shall not be noted in the evaluation of the faculty member's performance.

22. Faculty. The term "faculty" as used in this Agreement means any member of the bargaining unit.

23. Grievance. The term "grievance" as used in this Agreement means a complaint by a member or members of the faculty or by the Association brought during the term of this Agreement that an express provision of this Agreement or of any of the written policies of the Board which are expressly incorporated by reference in Article XV of this Agreement has been violated in its application to him.

24. Instructional Unit. The term "Instructional Unit" as used in this Agreement refers to any of the groups of McKay Campus School pupils, Senior Teachers, and Assistant Teachers so designated by the Assistant Principal (Elementary) in accordance with the School's team approach to learning.

25. Junior High Section. The term "Junior High Section" as used in this Agreement refers to that part of the McKay Campus School which presently encompasses grades 7, 8, and 9 and which is directly administered by the Assistant Principal (Junior High).

26. Learning Community. The term "Learning Community" as used in this Agreement refers to any of the groups of McKay Campus School pupils, Senior Teachers, and Assistant Teachers so designated by the Assistant Principal (Junior High) in accordance with the School's team approach to learning.

27. Learning Community Leader. The term "Learning Community Leader" as used in this Agreement means a Senior Teacher who is appointed by the President in accordance with the procedures

of Article VI A to lead a Learning Community. Learning Community Leaders shall be subject to recall as set forth in Article VI D.

28. McKay Campus School. The term "McKay Campus School" as used in this Agreement refers to the administrative unit of the College which presently serves as a center for the education of teachers, and others, and for research and experimentation in education, and the education of pupils at the pre-K and Kindergarten, Elementary School and Junior High School levels, and which is presently located at the juncture of Rindge Road and North Street, Fitchburg, Massachusetts.

29. Official Personnel Correspondence. The term "Official Personnel Correspondence" shall be defined to identify correspondence from the Board or the Administration to the faculty member which states therein that it is an Official Personnel Correspondence and that, as such, a copy thereof will be filed in the member's Official Personnel File.

30. President. The term "President" as used in this Agreement means the chief executive officer of Fitchburg State College, or a person acting in that capacity, duly appointed and authorized by the Board.

31. Principal. The term "Principal" as used in this Agreement refers to the person appointed by the President and approved by the Board to direct the McKay Campus School as its chief administrative officer.

32. Promotion. The term "promotion" as used in this Agreement means advancement to a higher faculty rank.

33. Pupil. A pupil is an individual who is enrolled in the kindergarten, the Elementary Section or the Junior High Section at the McKay Campus School.

34. Rank. The term "rank" as used in this Agreement means any one of the four (4) academic ranks of Instructor, Assistant Professor, Associate Professor and Professor.

35. Semester Hour. A semester hour is the unit of credit value of work involved in attendance upon lectures or recitations for one class hour (50 minutes) a week for one (1) semester. Credit equivalents for laboratory, practicum, studio and student teaching shall generally follow current Departmental practices at the College. Current practices shall be determined from practices in Departments and College policies as specified in the College Catalogue for the last three years.

36. Senior Teacher. The term "Senior Teacher" as used in this Agreement refers to a person who holds academic rank and is responsible for the instruction of students in the McKay Campus School, working with the assistance of Assistant Teachers, college students and others.

37. Specialists. A "Specialist" is a professional person who provides teaching/learning experiences to pupils in a specialized field. In this instance, this refers to art specialists, music specialists, industrial arts specialists, librarians, physical education specialists, media specialists, special education personnel and others generally recognized as specialists by most school systems. These specialists are considered similar to Senior Teachers in regard to other assigned duties.

38. Specialization. The term "specialization" as used in this Agreement means that a student has completed fifteen (15) or more credit hours in a Department or subject area.

39. Student. Except as otherwise expressly designated, the term "student" as used in this Agreement means any person certified by the Dean to be registered in the full-time undergraduate program, and carrying at least twelve (12) semester hours per semester.

40. Unit Leader. The term "Unit Leader" as used in this Agreement means a Senior Teacher who is appointed by the President in accordance with the procedures of Article VI A to lead an Instructional Unit. Unit Leaders shall be subject to recall as set forth in Article VI D.

E. Faculty Entitlement Under this Agreement

Every member of the faculty within the bargaining unit as described in Article I A, shall be entitled to the applicable benefits set forth in this Agreement and shall have the right to participate in the elections provided for in this Agreement.

F. Construction

In this Agreement, wherever the singular is used and the context clearly so requires, it shall include the plural. Wherever the masculine is used and the context clearly so requires, it shall include the feminine.

ARTICLE II - RELATIONSHIP BETWEEN THE BOARD AND THE ASSOCIATION

A. Fair Practices

1. As the sole bargaining agent, the Association shall continue its policy of accepting into membership all eligible persons in the bargaining unit without regard to age, race, color, creed, national origin, sex or marital status. The Association shall represent equally all faculty without regard to membership or participation in the activities of any employee organization.

2. The Trustees agree to continue their policy of non-discrimination against any person on the basis of race, color, creed, national origin, sex, marital status, age, or participation in or association with the activities of any employee organization.

3. Moreover, the Association agrees to cooperate with the Board in the implementation of the Affirmative Action Program as amended from time to time by the Board.

B. Individual Contracts

This Agreement shall be incorporated into employment contracts hereafter issued to faculty members, and no contract hereafter entered into with a member of the faculty shall be contrary to the terms contained herein. Rights and benefits of faculty members set forth in this Agreement shall be incorporated by reference into and made part of any individual academic year or calendar year contract of employment of faculty members with the Board of Trustees, except that in the case of individual contracts of employment existing as of the date of this Agreement,

this Agreement shall not be incorporated by reference therein, without the assent and approval of each such faculty member. Upon such approval, in the event of conflict between the terms of an individual contract and the terms of this Agreement, the latter shall be controlling.

C. Consultation

On behalf of the Board, the Director of the Division of State Colleges or his designee, and the President of Fitchburg State College shall meet jointly with representatives of the Association once each semester for the purpose of maintaining good relationships through regular communication and for discussing those matters necessary to the implementation of this Agreement. The President of the College or his designee shall meet with representatives of the Association once each semester during the academic year; and at such other times within ten (10) days after a request of either the President of the College or the President of the Association for the purposes of maintaining and improving relationships.

D. Information

The Board shall make available to the Association upon its written request within a reasonable time thereafter, such statistics and information related to the collective bargaining unit in the possession of the Board of Trustees as are necessary for the implementation of this Agreement. It is understood that this shall not require the Board to compile information and statistics in the form requested unless already compiled in that form, or to supply any information deemed confidential.

E. Providing for Special Needs at the McKay Campus School

The parties agree to implement the provisions of Chapter 766 of the Acts of 1972.

ARTICLE III - USE OF COLLEGE FACILITIES

Upon request to the President of the College or his designee, the Association shall be permitted to meet at the College if appropriate facilities are available. All requests must be in writing at least ten (10) days prior to the requested meeting. The parties agree that they shall exert their best efforts to schedule meetings involving faculty in a manner which avoids conflicts between such duly requested meetings and previously scheduled meetings, classes, or events.

The President of the Association shall be provided with a private office.

The President or his designee shall assign three (3) bulletin boards for the exclusive use of the faculty. One (1) such bulletin board shall be made available in the Administration Building, one (1) in the Miller Hall Faculty Lounge, and one (1) at the McKay Campus School.

The Association shall be permitted the right to have Association notices placed in faculty mailboxes by the mail clerks duly authorized by the President or his designee. An Association representative shall be permitted to enter the campus at reasonable hours and in a reasonable manner to carry on Association business, provided, however, that he shall not interfere with the conduct of the business of the College or the conduct of classes.

ARTICLE IV - FACULTY FRINGE BENEFITS

A. Paid Leaves of Absence

1. Sick Leave

a. Each faculty member shall be entitled to ten (10) days' sick leave for each academic year of service. Sick leave credit will begin on the first of the month following employment and will accumulate monthly. A renewal of contract will be deemed a continuation of service. Credits for periods of less than one month's employment with pay shall not be allowed.

b. Sick leave not used in any year may be accumulated.

2. Sabbatical Leave

Under Chapter 73, Section 4A, any faculty member who has served as such in the State Colleges for at least seven (7) years after entering such service, or, having served seven (7) years after returning from a leave of absence granted under Chapter 73, Section 4A, may upon written recommendation of the President of the College, be granted by the Director of the Division of State Colleges a leave of absence, for study and research; for a period of one (1) year at half pay or for a period of a half year at full pay for such period; provided, that prior to the granting of such leave said teacher shall enter into a written agreement with the Board of Trustees that upon the termination of such leave he will return to the State College service and serve as a teacher in the same or another State College for a period equal to twice the length of such leave and that, in default of

completing such service, he will refund to the Commonwealth, unless excused therefrom by the Board for reasons satisfactory to it, an amount equal to such portion of the salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered. For purposes of implementing this provision on Sabbatical Leave, the following guidelines shall be used:

Fitchburg State College encourages faculty members who have completed seven (7) years or more of full time service to consider applying for sabbatical leave in order to pursue serious study which will enhance their performance as a faculty member.

It should be understood that the Commonwealth of Massachusetts provides no specific appropriation for this purpose. Evidence shall be provided by the Department Chairman or the Principal of the McKay Campus School to the President that the regular teaching load of the faculty member seeking the sabbatical can be accommodated without additional cost to the Commonwealth.

The applicant for a sabbatical leave shall submit with the request for leave a description of the study, research, or other intended purpose of the proposed sabbatical.

Ordinarily, application for leave should be made at least three (3) months in advance to allow for necessary arrangements. At the conclusion of the sabbatical leave, the faculty member will file with the appropriate Dean a report which summarizes in detail the faculty member's research and study during

the term of his sabbatical. In the case of a person who has used the period for pursuing an advanced degree, he must also submit an official transcript of credits earned.

3. Funeral Leave

Upon evidence satisfactory to the Board or its designee of the death of the husband, wife, child, parent, spouse's parent, brother or sister of any faculty member, or of a person living in his or her immediate household, funeral leave with full pay shall be granted for a period not exceeding four (4) days.

4. Personal Leave

The parties recognize the special nature of the teaching responsibilities and duties of faculty members teaching full-time at the McKay Campus School. In recognition of the unique circumstances at the McKay Campus School, the following provisions shall apply:

a. It is recognized by all that absences by faculty members from the classroom interrupt the educational process and must therefore be held to an absolute minimum.

b. In each school year, faculty members teaching full-time at the McKay Campus School shall be granted up to three (3) days' leave for imperative personal business, or legal obligations, which cannot effectively be conducted outside of school hours.

c. Reasons for such leave must be made in writing to the Dean of Teacher Education as early as possible and not less than twenty-four (24) hours before such absence

occurs whenever possible. No request for personal leave will be submitted so as to extend a holiday or vacation period, nor shall personal leave be taken during the first two weeks, or the last two weeks, of the school year. A request for such leave shall not be unreasonably denied.

d. Nothing in this Section shall preclude the Dean of Teacher Education from granting additional personal leave with or without pay for reasons which he deems urgent. In cases of personal leave without pay, deductions from salary will be made on the basis of one-seventh (1/7) of the faculty member's weekly salary for each day of personal leave.

5. Other Leaves

Other leaves, as authorized and set forth in the "Rules and Regulations Governing Vacation Leave, Sick Leave, Travel, Overtime, Military Leave, Court Leave, and Other Leave" (Red Book) shall also be available to faculty members in accordance with the provisions thereof.

6. Exclusions from Leave Deduction

The President of the College may grant any faculty member permission to attend a professional conference, a convention, or a meeting of a learned society, without loss of compensation.

B. Unpaid Leaves of Absence

1. Professional Leave

Upon the application of a faculty member, and a recommendation by the President of the College, the Board or its designee may grant to such faculty member leave without pay for

such term, upon such condition, and for such purpose as the Board or its designee may determine. (See Appendix B, page 8.) The purpose for which a faculty member may submit his application for such unpaid leave may include, but shall not be limited to: (1) advanced study, (2) participation in exchange teaching programs in other states, territories, and countries, (3) participation in a cultural program related to his professional responsibilities and for such other purposes as may be allowed under the laws of the Commonwealth, (4) research, and (5) writing. Upon his return the faculty member will file a report or record of scholarly activities pursued with the appropriate Dean.

2. Maternity Leave

Any full-time female faculty member who has been employed at least three (3) consecutive months and who has given at least two (2) weeks' notice prior to her anticipated date of departure, and who has given notice of her intention to return is entitled to be absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth. Such leave shall be without pay for such period.

Any faculty member taking such a maternity leave, upon her return to work, will be restored to her previous position or a similar position, with the same status, pay, and seniority. However, if other faculty at equal length of service, credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave, she shall retain any preferential consideration for any other

position to which she may be entitled as of the date of her leave. Accrued sick leave benefits shall be provided for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. Such benefits shall be provided for maternity leave purposes under the same terms and conditions which apply to other temporary disabilities.

The maternity leave does not affect the faculty member's right to sick leave.

C. Insurance

1. Life Insurance

The Board shall continue to cover all employees of the bargaining unit under the plan now in effect during the term of this Agreement, pursuant to the provisions of G. L. c. 32A, Sections 5, 6, 8, 10, and 10A.

2. Health and Accident Insurance

The Board shall continue to cover all employees of the bargaining unit under the plan now in effect during the term of this Agreement, pursuant to the provisions of G. L. c. 32A, Sections 5, 6, 8, and 10A.

3. Workmen's Compensation

The members of the bargaining unit shall be covered by the provisions of Chapter 152 of the General Laws to the extent that the Commonwealth has acted pursuant to Section 69 thereof to include them within the coverage of said Chapter 152.

D. Tax-Deferred Annuities

The Board of Trustees shall continue its policy of permitting the purchase of annuities by faculty members pursuant to the

provisions of M.G.L.A. c. 15, Section 15A.

E. Changes in Benefits

The foregoing provisions of this Article notwithstanding, the parties agree that during the term of this Agreement if changes in the benefits provided in this Article are authorized and funds provided therefor by the General Court, or are duly established by administrative action applicable to such benefits, then, upon such event the benefits shall be increased, or decreased, or terminated as the case may be, after conference between the parties, from the effective date of such increase, decrease, or termination during the balance of the term of this Agreement.

ARTICLE V - STATEMENT ON ACADEMIC FREEDOM AND RESPONSIBILITY

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Institutions of higher education are committed to the solution of problems and controversies by the method of rational discussion. Acts of physical force or disruptive acts which interfere with university activities, freedom of movement on the campus, or freedom for students to pursue their studies are the antithesis of academic freedom and responsibility as are acts which in effect deny freedom of speech, freedom to be heard and freedom to pursue research of their own choosing to members of the academic community or to invited visitors to that community.

Academic freedom is the right of scholars in institutions of higher education freely to study, discuss, investigate, teach and publish.

Academic freedom applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

ACADEMIC FREEDOM

(1) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(2) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful to present various scholarly views related to his subject and avoid presenting totally unrelated material.

ACADEMIC RESPONSIBILITY

The concept of freedom should be accompanied by an equally demanding concept of responsibility. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

ARTICLE VI - SELECTION OF DEPARTMENT CHAIRMEN, UNIT LEADERS, AND LEARNING COMMUNITY LEADERS AND RESPONSIBILITIES OF DEPARTMENT CHAIRMEN

A. Selection and Term of Appointment

1. Advisory Procedures for the Selection of Department Chairmen, Unit Leaders, and Learning Community Leaders

Department Chairmen, Unit Leaders, and Learning Community Leaders are appointed by the President. In the selection process the President will involve faculty members, students, and administrators in accordance with the provisions of this Article. The President of the College may at his discretion declare a vacancy to exist in any Department, Instructional Unit or Learning Community.

a. When a vacancy occurs in the Chairmanship of an Academic Department, or in the leadership of an Instructional Unit or Learning Community, the appropriate Dean shall call together within thirty (30) days the members of the Department, Instructional Unit or Learning Community to explain the procedure for obtaining a new Chairman, Unit Leader or Learning Community Leader and to call for the election of a Search Committee by the members of the Department, Instructional Unit or Learning Community. The Student Government Association shall provide for the election of two (2) student members to the Search Committee from among the department majors or those with a specialization in areas where a major does not exist or, in the case of the McKay Campus School, students who have completed their assistant

teaching assignment in the appropriate section at the School. When the Search Committee has been chosen, its members shall meet with the appropriate Dean to plan for recruitment of candidates from all appropriate sources, in accordance with affirmative action guidelines. Applications shall be sent to the Office of the appropriate Dean, who shall forward them to the Search Committee. The Search Committee may also receive applications for the vacant position from other members of the Department, Instructional Unit or Learning Community. Within forty-five (45) days of the establishment of the Search Committee, all applications shall have been screened, and interviews shall be set up for the highest ranking candidates with the Search Committee. The Search Committee shall then present the credentials of the three (3) top candidates to the President and the appropriate Dean for their consideration, and request that they interview them.

b. The appropriate Dean shall submit to the President his own recommendations together with the suggested order of ranking of candidates submitted by the Search Committee.

c. The President of the College shall take into consideration the recommendations of the appropriate Dean and the suggested order of ranking of the candidates submitted by the Search Committee. The President shall appoint one of the three (3) candidates suggested by the Search Committee or may request further study and new recommendations. If he shall refuse to appoint one of the three (3) candidates suggested

by the Search Committee, he shall give reasons in writing to the Search Committee which shall thereupon nominate three (3) more candidates for the position in accordance with the same procedure set forth above. This procedure shall be utilized until the position is filled.

2. Term of Appointment

The Department Chairman, Unit Leaders and Learning Community Leaders shall serve without specific term of office but shall be subject to recall as set forth in D hereof.

B. Responsibilities of Department Chairmen

As a faculty member with major administrative duties, the responsibility of the Department Chairman shall be to exercise academic and administrative leadership within the Department. He shall perform the duties of Department Chairman as hereinafter set forth as well as additional duties which may be assigned to him from time to time by the President or the appropriate Dean.

In addition to the Evaluation Committee established in Article VIII, Section A, the Department Chairman shall establish the following Departmental Committees on or before October 15, 1974, as follows:

1. A Department Curriculum Committee which shall consist of membership to be determined by the Department Chairman in consultation with the members of the Department. The Department Chairman shall serve as permanent Chairman of the Departmental Curriculum Committee. This Committee shall prepare recommendations from time to time in regard to Departmental curriculum matters, and shall transmit any such recommendations to

the Educational Affairs Committee of the All-College Council.

2. A Departmental Student Advisory Committee which shall consist of five (5) students who are majors or minors within those Departments which offer majors or minors. Such students shall be chosen on or before October 15, 1974 and thereafter annually during the month of September in an election by those students who are majors within the Department, or in departments where majors do not exist, by those students who have taken fifteen (15) semester hours or more as a specialization in the Department. Such election shall be called by the Department Chairman. The Departmental Student Advisory Committee shall assist the Departmental Evaluation Committee in obtaining student evaluation of faculty teaching performance for use by both the Committee and by the Department Chairman in accordance with the evaluation procedures described and set forth in Article VIII of this Agreement and shall provide student advice and counsel to the Department Chairman on matters affecting student interests. The Head Librarian shall not, however, be required to establish a Departmental Student Advisory Committee.

C. Duties of Department Chairmen

The following list is not meant to be all-inclusive, but it indicates some of the duties expected to be performed by all Chairmen:

1. To hold regularly scheduled meetings with members of the Department.

2. To provide faculty guidance and orientation

within the Department and to encourage the improvement of teaching and the conduct of appropriate research within the Department.

3. To confer with departmental majors once a semester regarding course elections and programs and to insure adequate advisory services for majors.

4. To confer with members of the Department concerning departmental course offerings, including proposed electives and course assignments, and to confer with the Registrar concerning schedule assignments.

5. To prepare, with the assistance of members of the Department, a suggested departmental budget and submit it to the appropriate Dean as directed.

6. To confer with members of the Department regularly concerning library resources, and to make certain that orders for books and materials are received by the Librarian.

7. To prepare, after consultation with Department members, specifications for any new or anticipated professional vacancies in the Department.

8. To recommend to the appropriate Dean at appropriate times appointment, reappointment, promotion, tenure, or termination of faculty members of the Department in accordance with the procedures contained in this Agreement.

9. To officially represent his Department in the College and the profession.

10. To advance the professional standing of the Department and its program within the College and the profession.

11. To consult and confer with students in regard to any complaints that they may have relative to the performance of faculty members in the Department.

D. Recall of Department Chairmen, Unit Leaders and Learning Community Leaders

The parties recognize that the recall of a Department Chairman, a Unit Leader or a Learning Community Leader by Department members, Unit members, or Learning Community members, as the case may be, is an unusual occurrence, and that such recall should be based upon extraordinary circumstances. The parties agree, therefore, that the following procedures for recall shall not be used until a Chairman, Unit Leader or Learning Community Leader has served at least one (1) calendar year from the date of his appointment.

1. Upon presentation to the appropriate Dean, during the academic year, of a petition signed by a majority of all of the faculty members of the Department, Instructional Unit or Learning Community, excluding the Department Chairman, Unit Leader, or Learning Community Leader, as the case may be, setting forth a statement of the reason to recall that Chairman, Unit Leader or Learning Community Leader, the appropriate Dean shall promptly give fourteen (14) days' written notice to all members of the Department, Instructional Unit or Learning Community, as the case may be, and to the President of the Association setting forth the time, date, place and purpose of a meeting to consider the recall petition and to vote whether to recommend to the President that he declare a vacancy to exist.

2. The President of the Faculty Association shall forthwith appoint an impartial faculty member or members to conduct the recall meeting and vote within the Department, Instructional Unit or Learning Community.

3. An affirmative vote for recall by secret ballot of two-thirds (2/3) of all faculty members of the Department, Instructional Unit or Learning Community shall be required to recommend to the President that he declare a vacancy to exist. Upon receipt of such recommendation transmitted by the President of the Faculty Association together with a written record of the minutes of such meeting and a record by number of votes cast, the President of the College shall declare a vacancy to exist.

In the event of a recall, the President of the College may appoint a member of the Department, Instructional Unit or Learning Community as an Acting Chairman, Acting Unit Leader or Acting Learning Community Leader for a period not to exceed sixty (60) days.

E. McKay Campus School - Representation at Department Chairmen's Meetings

At the McKay Campus School one (1) Senior Teacher shall be elected on or before October 15, 1974 and annually during the first week of May from and by the Unit Leaders and Learning Community Leaders, who shall attend the Department Chairmen's meetings with the Principal. Both the Principal and the Senior Teacher so elected shall have a vote at such Department Chairmen's meetings.

ARTICLE VII - PARTICIPATION IN DECISION MAKING

A. The All-College Council: Membership and Responsibilities

1. Membership of the All-College Council

On or before October 15, 1974 there shall be established an All-College Council (hereinafter referred to as the Council) in order to provide substantial participation of faculty, students and administrators in the formulation of decisions affecting their educational interests within the academic community of Fitchburg State College. The aforesaid Council shall consist of five (5) faculty members, five (5) student representatives, and five (5) administrators chosen as follows:

a. Election of Faculty Representatives

The five (5) faculty representatives shall be chosen as follows: Upon the execution of this Agreement and within thirty (30) days of his election during the term of the Agreement, the President of the Association shall certify in writing to the President of the College whether he or the duly elected Vice-President of such Association shall serve as a representative to the Council. Upon such certification in writing, the President or Vice-President of the Association shall serve as one (1) of the five (5) faculty representatives to the Council on a regular basis. In addition, four (4) faculty representatives shall be chosen in a campus-wide election to be held under the auspices of the Association on or before October 15, 1974 and on or before May 1 of each academic year during the term of this agreement.

Terms of office of each such elected faculty representative, and the President or the Vice-President of the Association, as the case may be, shall commence immediately upon election and continue until the next election. All faculty members in the unit described in Article I A. of this Agreement shall be eligible to vote in such election and shall be eligible for membership on the Council.

b. Election of Student Representatives

The five (5) student representatives to the Council shall be chosen as follows: Upon the execution of this Agreement, and within thirty (30) days of his election during the term of this Agreement, the President of the Student Council shall certify in writing to the President of the College whether he or the duly elected Vice-President of such Student Council shall serve as a representative to the Council. Upon such certification in writing, the President or Vice-President of the Student Council shall serve as one (1) of the five (5) student representatives to the Council on a regular basis. In addition, four (4) student representatives shall be chosen in a campus-wide election to be held under the auspices of the Student Council within thirty (30) days of student ratification in accordance with Article XVI and on or before May 1 of each academic year for the term of this agreement. Terms of office for the five (5) representatives shall commence immediately upon election and continue until the next election. All students at the College shall be eligible to vote in such election. All students at the College who are

above the minimum standards required for retention in the College shall be eligible for membership on the Council.

c. Administrative Representatives

The five (5) administrative representatives to the Council shall be chosen as follows: One (1) person to be appointed by the President of the College at his discretion. In addition, four (4) administrative representatives shall be elected by and from those members of the administration designated to be administrators by the President of the College except, solely for the purposes of this election, persons holding the following titles shall be excluded: Assistant Director of Admissions, Bursar, Chief Accountant S. C., College Counselor, Computer Programmer, Laboratory Technician with Bachelor's Degree, Librarian IV, Librarian III, Librarian II, Librarian I, School Resident Nurse, Staff Assistant, and Staff Associate. The election shall be held on or before October 15, 1974, and on or before May 1 of each academic year during the term of this agreement. Terms of office for the five (5) representatives shall commence immediately upon election and continue until the next election.

d. Vacancies on the All-College Council

In the event any duly elected administrative, or faculty or student representative to the Council shall be unable or unwilling to serve in that capacity, the President of the College, the President of the Association, or the President of the Student Council, as the case may be, shall appoint the person who received the next highest number of votes in

in such election, or in the event there shall be no such person, the President of the College, or the Association or the Student Council, as the case may be, shall hold a special campus-wide election within his respective constituency in order to choose another administrative, faculty, or student representative at-large, to complete the term of the retiring member. Such special election shall be held within thirty (30) days of notice by the Chairman of the Council that such vacancy exists.

2. Council Officers

At the first meeting of the Council following its organization under this Article, a Chairman, Vice-Chairman and Secretary-Treasurer of the Council shall be elected by and from the membership thereof. All nominations shall be from the floor and elections shall be by ballot. A majority vote of all the members shall be necessary for election. The officers of the Council shall serve a term of one (1) calendar year and shall take office immediately upon election. An officer may be eligible for re-election.

3. Duties of Officers

a. The Chairman shall:

Preside at all meetings of the Council.

Make provisions for the discharge pro tempore of necessary duties of members who are absent.

Carry out assignments and instructions given to him by vote of the Council.

b. The Vice-Chairman shall:

Be an aide to the Chairman and, in case of the absence or disability of the Chairman, shall pro tempore assume and perform the duties of the Chairman.

c. The Secretary-Treasurer shall:

Maintain minutes, records and reports of the Council.

Regularly forward copies of such minutes, records and reports to the members of the Council, the President of the Association, the President of the Student Council, and the President of the College.

4. Council Meetings

The Council shall meet regularly, preferably once per week while the College is in session during the academic year, at a time and place convenient to its members in such a manner as to permit it to complete its work.

5. The Establishment of an Executive Committee

The Council shall establish an Executive Committee with full power to meet and carry out the work of the Council during the months of July and August and at such other times when the College is in recess for ten (10) or more consecutive working days. The membership of the Executive Committee shall be drawn from the membership of the Council and shall consist of one (1) faculty representative, one (1) student representative, and one (1) administrative representative selected by the Council.

6. Responsibilities of the All-College Council

The Council shall be the primary agency for coordinating and implementing the system of tri-partite governance set forth in the provisions of this Agreement.

All recommendations from the Committees of the Council, without exception, shall be made to the Council in accordance with the provisions of this Agreement. Within thirty (30) days the Council shall review all such recommendations and shall make every effort to resolve any conflicts and differences in Committee recommendations and shall transmit such recommendations to the President.

The Council shall make any assignment to any of its Committees consistent with the duties of such Committee as set forth hereafter in this Agreement. It shall also review and study any matters relating to the interests and objectives of the College and make proposals thereon to the President of the College, as provided in this Agreement, and shall accept for study any matter submitted to it by the President of the College.

B. The President of the College - Role and Responsibilities

The President of the College serves as the chief executive officer of the College. He is responsible for leadership in the educational advancement, the public service activities, and the management of the resources of the institution. In the conduct of these responsibilities, he shall encourage the participation of all members of the College community through the agency of the All-College Council and its Committees. The President is accountable to the Board for the administration and management of the

College under his jurisdiction and for the implementation of all Board policies. He shall act as the interpreter of the Board policy to the campus. He shall be responsible for making any recommendations to the Board which he deems appropriate. He is expressly charged by the Board to be the representative of the entire campus community acting as the principal agent of the Board on all matters affecting the operation, the development and the educational mission of the College. The President has full responsibility and authority, within the policies and procedures established by the Board of Trustees, for direction of the College's operations and allocation of its physical and fiscal resources.

Accordingly, all recommendations of the Council shall be transmitted in writing to the President of the College for review and action. In the event that the President shall not approve a recommendation of the Council, he shall confer with the Council within fourteen (14) days of the receipt of such recommendations in order to afford an opportunity for discussion. If within fourteen (14) days after the President has conferred with the Council the President has not submitted a recommendation which requires Board action to the Board, then upon the vote of two-thirds (2/3) of the members of the Council, the President shall transmit the Council's recommendation to the Board of Trustees for its information.

Notwithstanding the above, should the President of the College make a final recommendation to the Board of Trustees which is contrary to an immediately prior recommendation of the Council, as

evidenced by a majority vote of the members thereof, the President shall include for the information of the Board such prior recommendation of the Council as well as the results of any College referenda conducted by the Council, and shall transmit to the Council for its information a copy of his contrary recommendation.

C. The Standing Committees of the Council - Membership and Responsibilities

The following Committees shall be established as Standing Committees of the Council not later than October 31, 1974 as hereinafter provided: Long-Range Planning Committee, Finance Committee, Educational Affairs Committee and Student Life Committee.

1. Membership of Standing Committees

Each of the aforementioned four (4) Standing Committees of the Council shall consist of nine (9) members - three (3) faculty, three (3) students, and three (3) administrators - who shall be chosen as follows:

a. Faculty

One (1) faculty representative to each Standing Committee shall be elected from and by the five (5) faculty who are members of the Council on or before October 31, 1974 and the third Wednesday in May of each academic year. Two (2) faculty representatives shall be appointed on or before October 31, 1974 and on the third Wednesday in May of each academic year by the President of the Association with the approval of the Executive Board thereof.

The term of office of each of the three (3) faculty members of each Standing Committee shall be until the next election or appointment.

b. Students

One (1) student representative to each Standing Committee shall be elected from and by the five (5) students who are members of the All-College Council on or before October 31, 1974 and on the third Wednesday in May of each academic year. Two (2) student representatives shall be appointed on or before October 31, 1974 and the third Wednesday in May of each academic year by the President of the Student Council with the approval of the Student Council thereof.

The term of office of each of the three (3) student members of each Standing Committee shall be until the next election or appointment.

c. Administrators

One (1) administrative representative to each Standing Committee shall be elected from and by the five (5) administrative representatives who are members of the All-College Council on or before October 31, 1974 and on the third Wednesday in May of each academic year. Two (2) administrative representatives shall be appointed on or before October 31, 1974 by the President of the College to serve at his discretion on each Standing Committee.

2. Responsibilities of Standing Committees

a. Long-Range Planning Committee

The Long-Range Planning Committee shall prepare and transmit to the Council from time to time reports and recommendations concerning:

(i) data gathering essential to Long-Range Planning and a concurrent projection of needs,

(ii) a program of research, fact finding, evaluation and review regarding performance of graduates of the College,

(iii) needs assessments related to appropriate academic programs necessary to meet the needs of the College and students,

(iv) assessment and description of desirable facilities, and possible modifications and renovations of existing facilities,

(v) projection of the College's needs in regard to personnel, resources, land and facilities; and

(vi) data gathering regarding national, state and regional trends related to the College's growth and development, and incorporating this data into the planned and balanced growth of the College.

b. Finance Committee

The Finance Committee shall prepare and transmit to the Council from time to time reports and recommendations concerning:

(i) study and research by this Committee of statewide and national scope on methods and procedures of budget planning theories, policies and procedures,

(ii) their study of Commonwealth of Massachusetts' annual higher education appropriation laws and the implications of these laws for Fitchburg State College,

(iii) the information they have gathered from various divisions on campus which are pertinent to the annual preparation of the budget,

(iv) their analysis of appropriations of current and prior years in all accounts to determine percentages of increase or decrease in comparison with other institutions of higher education within and outside the state,

(v) their study of implications of further computerization of fiscal operations; and

(vi) their study of systems of cost analysis and evaluation of the expenditures in areas such as grants, athletic funds and student activity funds.

It is essential that before this Committee undertakes its responsibilities, its members shall become familiar with the General Laws of the Commonwealth as well as all regulations, fiscal policies and decisions of the Secretary of Administration and Finance, the Secretary of Educational and Cultural Affairs, the Bureau of Budget, the Bureau of Personnel and Standardization, the Board of Higher Education, the Board of Trustees of State Colleges and of Fitchburg State College so that they may act in accordance with these laws and regulations.

c. Educational Affairs Committee

The Educational Affairs Committee shall prepare and transmit to the Council from time to time reports and recommendations with respect to:

(i) annual review of all present curricula in the light of current professional practices and local needs,

(ii) annual review of the requirements for general education and teacher education, the allied health programs and other specialized programs,

(iii) development of appropriate new programs and curricular approaches through needs assessment, study and research,

(iv) development of interdisciplinary courses and innovative approaches which are integrative, relevant and attuned to the needs of society,

(v) continuous assessment of the educational services the College should render to the local community, region and proposal of programs to meet these needs,

(vi) review of each departmental annual report with respect to the objectives of the department, of its programs and of its courses in terms of students' needs and the College's goals. This shall include an evaluation of the attainment of these objectives,

(vii) annual review and evaluation of the operation of the system of academic advisory services,

(viii) annual review under a time-table established by the Academic Dean of all academic processes such as registration procedures, college calendar, grading systems, etc.; and

(ix) general review of new courses to be added and courses to be deleted by the respective Departments. (The primary responsibility for individual course content and description shall rest with the individual faculty member, with the approval of his Department Chairman and the appropriate Dean.)

d. Student Life Committee

The Student Life Committee shall prepare and transmit to the Council from time to time reports and recommendations with respect to:

(i) student housing and facilities,

(ii) student insurance,

(iii) student health,

(iv) student employment, financial aid and scholarships,

(v) testing, counseling, and placement,

(vi) food service,

(vii) student-initiated programs and events, and policies related to expenditures therefor,

(viii) needs of the student population to be served; and

(ix) student judicial codes.

It is essential that before this Committee

undertakes its responsibilities, its members shall become familiar with the General Laws of the Commonwealth, legal decisions, and the regulations of the Board relating to the area of student life so that they may be guided by these laws and regulations. This Committee shall also make studies of the practices, policies, and trends related to student life at other institutions of higher education in this State and in the nation. They should also make a review and analysis of the decisions and policies of the Board related to student life which have been in operation during the past five (5) years.

3. Committee Deliberations

Each of the above Standing Committees shall consult with any Department, and/or Department Chairman, administrator or student group before making a recommendation to the Council affecting their respective areas of interest. Moreover, the Committee shall invite an appropriate administrative officer designated by the President to meet with it durings its deliberations. The Committee shall also invite the President of the Association and the President of the Student Council to designate one (1) faculty member and/or one (1) student, as the case may be, who have expertise in the matter being considered by the Committee to serve in a consulting capacity to the Committee.

D. Committee Reporting Procedure and Meetings

1. Reporting Procedure

Each of the aforesaid Standing Committees of the Council shall submit any reports or recommendations to the Council

in accordance with the following procedure:

Ten (10) working days prior to its official submission of its final report and/or recommendations to the Council, each Standing Committee shall submit such final report and/or recommendations to the President of the College, the President of the Association, and the President of the Student Council. Any interested party may submit to the Council in writing, within the aforesaid ten (10) working days, any comments and recommendations of his own concerning the Committee's final report and recommendation.

2. Meetings

Each of the foregoing Standing Committees established in accordance with the provisions of this Article, and performing the functions outlined in Article VII shall meet regularly, preferably once a week when the College is in session during the academic year, and at a time and place convenient to its members and in such a manner so as to permit it to diligently complete the work of the Committee. Each appointed or elected member of the Council and of any of its Standing Committees shall have one (1) vote.

Each Committee shall elect a Chairman by a majority vote of all the Committee members; each Committee shall also elect a secretary who shall maintain minutes, records and reports of the Committee and who shall regularly forward such to the President of the Association, the President of the Student Council, and the President of the College.

In addition, the Chairman of the Council shall

call and arrange a joint meeting, at least once each semester, among the members of these Standing Committees of the Council: (a) Long-Range Planning; (b) Finance; (c) Educational Affairs; (d) Student Life. These joint meetings shall be for the purpose of discussing mutual problems and concerns regarding the future of the College. The Chairman of the Council shall act as Chairman at such joint meeting. All Committees shall have the prerogative of asking the advice and assistance of any student, faculty member, administrator or Department in the performance of their responsibilities.

All members of the All-College Council and of each of its respective Committees shall participate at least annually in a workshop concerned with the structure and operation of the College, the All-College Council and its Committees as well as the relationship of this State College to the other aspects of government within the Commonwealth of Massachusetts. This meeting is to be called by the President or his designee at such a time and place as he may deem appropriate.

E. Governance Review Committee

There shall be established on or before October 15, 1974 a Governance Review Committee which shall consist of two (2) faculty members, two (2) student representatives and two (2) administrative representatives.

The faculty, student and administrative representatives shall be appointed on or before October 15, 1974 by the President of the

Association, with the approval of the Executive Board thereof; the President of the Student Government Association, with the approval of the Student Council; and the President of the College, as the case may be. In the event of a vacancy occurring, such vacancy shall be filled in like manner. Terms of office of representatives shall be for the duration of this Agreement.

No member of the Governance Review Committee shall be eligible to serve simultaneously on the All-College Council or any of the Council's Standing or Ad-Hoc Committees.

The Governance Review Committee shall:

1. Conduct an on-going study of the processes of tri-partite governance and participation in decision-making as set forth in Articles VII and XVI of this Agreement with special attention to the role and functions of students, faculty and administration.

2. Submit to the Council an annual report by January 15 of each academic year, assessing the effectiveness of the processes of tri-partite governance, together with any recommendations by the Committee for the improvements of such processes.

3. Present special reports at any time during the academic year, together with such recommendations as the Committee deems is in the interest of improving tri-partite governance and the participation of faculty, administration and students in decision-making.

4. Submit copies of all such reports, and the annual report, to the Council, the President of the Association, the President of the Student Government Association and the President

of the College.

The Governance Review Committee shall submit its recommendations directly to the Council for consideration. At the same time, the Committee shall forward copies of its recommendations to the President of the Association, the President of the Student Government Association and the President of the College.

F. Establishment and Responsibilities of Ad-Hoc Committees

1. Establishment

Upon a majority vote of the Council, and after consultation with the President of the College, Ad-Hoc Committees may be established from time to time to study special educational problems and needs of the College. Ad-Hoc Committees shall not receive assignments falling within the purview of one or another of the Standing Committees. Such Ad-Hoc Committees shall be responsible to the Council for the completion of their assignments.

2. Membership

Membership on any Ad-Hoc Committee shall consist of at least one (1) faculty member, one (1) student, and one (1) administrative representative from the Council and shall consist of an equal number of voting members from faculty, students and administrators.

3. Committee Organization

The Committee shall invite the appropriate administrative officer designated by the President to meet with it during its deliberations. The Committee shall also invite the President of the Association and the President of the Student Council to designate one (1) faculty member and/or one (1) student,

as the case may be, who has expertise in the matter being considered by the Committee to serve in a consulting capacity to the Committee.

Ten (10) working days prior to its official submission of its final report and recommendations to the President of the College, the Ad-Hoc Committee shall submit such final report and recommendations to the President of the College, the President of the Association, and the President of the Student Council. Any interested party may submit to the Council in writing, within the aforesaid ten (10) working days, any comments and/or recommendations of its own concerning the Committee's final report and recommendations.

G. Notice of Appointments

Notice of appointments to the Council, and certification of results of election to the Council and its Standing or Ad-Hoc Committees, shall be sent by the President of the Association and the President of the Student Council, as the case may be, to the Secretary of the Council and to the President of the College.

H. Eligibility

No student may be elected to or continue to serve on the Council or any Committee thereof who is not certified to be in good standing by the Academic Dean or does not possess the minimum standards required for retention in the College.

I. McKay Campus School Council

The parties agree that the McKay Campus School is a unique, special facility for the instruction of elementary and junior high pupils and the development of successful educational practices and

their dissemination to schools in the Commonwealth of Massachusetts and the education of personnel for these schools. In order to facilitate the contribution on the part of those professionals working at the McKay Campus School, there shall be a McKay Campus School Council.

The McKay Campus School Council shall consist of four (4) Senior Teachers or Specialists elected at-large by the full-time faculty at the McKay Campus School, the Dean of Teacher Education, the Principal ex-officio nonvoting, and one (1) student who has served as an Assistant Teacher at McKay to be appointed by the Student Council. The Chairman of the McKay Campus School Council shall be a Senior Teacher or Specialist elected by the members of the McKay Campus School Council on or before October 15, 1974 and in each May thereafter for the term of this Agreement. The Association shall call a special election on or before October 15, 1974 and in each May thereafter for the term of this Agreement, so that the faculty members may be chosen. The President of the Association shall notify the Dean of Teacher Education in writing of the names of those faculty who have been elected to serve on the McKay Campus School Council for the coming year, as well as the names of the next two highest ranking alternates. In case of a vacancy, the faculty member with the next highest number of votes shall be declared elected to the McKay Campus School Council. The McKay Campus School Council shall continuously study and recommend ways and means of improving the quality of learning, instruction and operation at the McKay Campus School. The McKay Campus School Council shall meet with the Principal once each semester and shall

submit an annual report to the President of the College. To afford the opportunity for direct communication and to maintain the role of the McKay Campus School as an integral part of the College, the McKay Campus School faculty shall meet with the President twice a year.

ARTICLE VIII - FACULTY EVALUATION

The process and procedures for evaluation of faculty, including McKay Campus School faculty and ten-month librarians shall involve faculty peers, Department Chairmen (where extant), Unit Leaders and Learning Community Leaders (where extant), administrators and students (where applicable) in accordance with the following guidelines:

A. The Membership and Role of The Evaluation Committees

1. Departmental Evaluation Committees

a. Membership

Each academic department except as otherwise provided shall have a Departmental Evaluation Committee which shall consist of at least three (3) faculty members of the Department, in addition to the Department Chairman, who have served a minimum of two (2) consecutive years in the Department and two (2) students selected from among and by the majors of that Department, or one (1) from among and by students having completed a specialization if no major exists; such faculty members shall be elected by the faculty members of the Department in an election called by the Chairman on or before October 15, 1974 and annually during the month of September thereafter.

b. Role

The Departmental Evaluation Committee shall evaluate each faculty member at least annually on the basis of the following criteria: (a) classroom effectiveness, (b) professional activities including positions of leadership, (c) research and publications, (d) contributions to the college

community, (e) advanced study and (f) leadership in community affairs. In performing its evaluations, the Committee shall utilize the Faculty Evaluation Form, attached hereto as Appendix C, and shall obtain student evaluation of faculty teaching performance (i.e., classroom effectiveness) by use of the form attached hereto as Appendix D. The Departmental Evaluation Committee shall consider such student evaluation in performing its own evaluation. Moreover, the Departmental Evaluation Committee may arrange with the faculty member being evaluated to visit his or her class at least once during each semester. A faculty member may request an additional visit by the Departmental Evaluation Committee if he so wishes during the same semester. The Departmental Evaluation Committee shall perform evaluations and shall make specific recommendations with respect to the reappointment, nonrenewal, promotion, leave application, or tenuring of any faculty member. Moreover, any member of the faculty, upon a request in writing to the Committee, may examine materials used by the Committee in evaluating him, and shall be allowed to submit to the Committee any additional written information relating to his evaluation including, but not limited to, the College's professional data form. He shall also be entitled, upon written request, to a conference with the Departmental Evaluation Committee to hear and discuss the Committee's final evaluation prior to the transmittal of such evaluation to the Department Chairman. After completion of its work, the Departmental Evaluation Committee shall set forth its

evaluation and the reasons therefor fully in writing and shall submit such evaluation and the reasons directly to the Department Chairman. They shall certify in such report that the procedures as set forth in this section have been fully complied with.

2. Evaluation of Ten-Month Librarians

Ten-month librarians shall be evaluated according to the same procedures as set forth above except that criterion (a) shall mean "professional effectiveness," and such effectiveness shall be measured in accordance with Appendix F, attached.

3. McKay Campus School Evaluation Committees

a. Membership

Faculty at the McKay Campus School shall be evaluated by an Evaluation Committee (Elementary) or an Evaluation Committee (Junior High), as appropriate. Each such committee shall include one student who shall be appointed by the President of the Student Council with the approval of the Student Council and who shall have completed a student teaching assignment at the appropriate level at the McKay Campus School.

Each Evaluation Committee (Elementary) shall consist of the Unit Leader of the faculty member being evaluated; a tenured member of the faculty member's Instructional Unit elected by the members of that Instructional Unit; a tenured member of another Instructional Unit selected by the first two; and a student as defined above.

Each Evaluation Committee (Junior High) shall consist of the Learning Community Leader of the faculty member being evaluated; a tenured member of the faculty member's Learning Community elected by the members of that Learning Community; a tenured member of another Learning Community selected by the first two; and a student as defined above.

b. Role

Evaluation of McKay Campus School faculty shall include the use of Faculty Evaluation Forms devised at the McKay Campus School (see Appendix E). Each Evaluation Committee (Elementary) and Evaluation Committee (Junior High) shall perform evaluations and shall make specific recommendations with respect to the reappointment, nonrenewal, promotion, leave application or tenuring of any faculty member at the McKay Campus School. Faculty at the McKay Campus School shall have the same access to evaluation materials and the same opportunity to submit additional materials as specified in A. 1 above.

B. The Role of the Department Chairman

Each Department Chairman or, in the case of the McKay Campus School, the Principal, shall prepare, not less than annually, a written evaluation containing recommendations regarding each faculty member within his Department or School. Each Assistant Principal of the McKay Campus School may assist the Principal in the preparation of evaluations of faculty members within his section. Such evaluation shall be made on the basis of the following criteria: (a) classroom effectiveness, (or in the case of a

10-month Librarian, professional effectiveness), (b) professional activities including positions of leadership, (c) research, publications and the development of other significant curriculum and instructional materials, (d) contribution to the college community, (e) advanced study and (f) leadership in community affairs. In performing his evaluation, the Department Chairman or in the case of the McKay Campus School the Principal shall utilize the Faculty Evaluation Form attached hereto as Appendix C, Appendix E or Appendix F, as appropriate, as well as the evaluations submitted to him by the Departmental Evaluation Committee or the Evaluation Committee (Elementary) or Evaluation Committee (Junior High) as the case may be. In addition, each faculty member shall annually prepare and submit to his Department Chairman, Unit Leader or Learning Community Leader and to the Departmental Evaluation Committee, Evaluation Committee (Elementary) or Evaluation Committee (Junior High) the College's professional data form, as may be approved from time to time by the President, summarizing the faculty member's professional accomplishments relating to the above criteria. Each Department Chairman or, in the case of the McKay Campus School, the Principal, shall request from each member of his Department or School at the beginning of each academic year an updated transcript of courses completed so that the Chairman or Principal may be duly notified of the progress of each member of his Department. The Chairman or Principal shall forward such transcripts to the Personnel Office for inclusion in the Official Personnel File. When satisfactory completion of

requirements for promotion has been attained, the Department Chairman or, in the case of the McKay Campus School, the Principal, shall send notification to the appropriate Dean with a copy to the candidate. The Department Chairman or the Principal and/or the Assistant Principal of the appropriate section of the McKay Campus School may arrange with the faculty member being evaluated, except in the case of 10-month Librarians, to visit his or her class at least once each semester in order to observe teaching performance.

The Department Chairman and the Principal of the McKay Campus School shall take into consideration all evaluations of the appropriate evaluation committee; the faculty member's professional data form; student evaluations or, in the case of the McKay Campus School, evaluation by students who have served with the faculty member as Assistant Teachers within the period of the faculty member's evaluation, and classroom evaluation of the faculty member's teaching performance, in the preparation of his own recommendations concerning faculty members within his jurisdiction.

Any faculty member, upon a request in writing to the Department Chairman, or, in the case of the McKay Campus School, to the Principal, may examine materials used in his evaluation. Each faculty member shall meet with his Department Chairman, or, in the case of the McKay Campus School, with the Principal, subsequent to his evaluation to review his evaluation and the Department Chairman's or Principal's recommendation before its submittal to the appropriate Dean. The Department Chairman or the Principal of

the McKay Campus School shall arrange for a time and place for such meeting. The faculty member shall be allowed to submit any additional written information to the Department Chairman or the Principal relating to his evaluation within seven (7) days of such meeting.

After the seven (7) day period, the Department Chairman or the Principal of the McKay Campus School shall transmit in writing to the appropriate Dean: (a) a copy of all evaluations submitted by the Departmental Evaluation Committee, (b) the results of student evaluation of teaching performance or, in the case of the McKay Campus School, evaluation by students who have served with the faculty member as Assistant Teachers within the period of the faculty member's evaluation, (c) a copy of his own written evaluation of each faculty member, (d) all materials used by the Department Chairman or the Principal in his evaluation including the appropriate forms attached hereto and the faculty member's professional data form, and any additional written information submitted by the faculty member within the seven (7) day period, and (e) his own recommendation, based on such evaluations, concerning the reappointment in rank, the non-reappointment, promotion to a higher rank, sabbatical leave, or dismissal from service at the College, of any faculty member. The Department Chairman and the Principal of the McKay Campus School shall certify in such report that the procedures as set forth in this section have been fully complied with.

C. Special Committee on Tenure

The recommendation of the Department Chairman or the Principal

of the McKay Campus School concerning tenure, however, shall be transmitted by him directly to a Special Committee on Tenure consisting of the President of the College or his designee, the Department Chairman of the candidate for tenure or, in the case of the McKay Campus School, the Principal, the appropriate Dean, a tenured member of the Department, Instructional Unit or Learning Community of the candidate for tenure and a tenured member of another Department, Instructional Unit or Learning Community, as the case may be. The Department Chairman or the Principal shall certify in such report that the procedures as set forth in this section have been fully complied with. The tenured member of the Department, Instructional Unit or Learning Community of the candidate for tenure shall be selected by the tenured members of that Department, Instructional Unit or Learning Community. The tenured member of another Department, Instructional Unit or Learning Community shall be selected by the other four (4) members of the Committee and shall serve as Chairman of the Special Committee on Tenure. The Special Committee on Tenure shall meet promptly at the call of the President of the College and the Chairman of the Committee shall transmit its recommendations concerning tenure, together with the recommendation and evaluation of the Department Chairman or, in the case of the McKay Campus School, the Principal, directly to the appropriate Dean. The Chairman of the Committee shall certify in such report that the procedures as set forth in this section have been fully complied with. At the same time, a copy of such recommendation shall be sent to the candidate by

registered mail, return receipt requested. Within seven (7) days of such mailing, the candidate for tenure may submit a written response to the report of the Special Committee on Tenure to the appropriate Dean.

The candidate for tenure shall be invited by the Chairman of the Special Committee on Tenure to meet with the Committee during its evaluation of the candidate. Upon a request in writing to the Committee, the candidate for tenure may examine materials used by the Committee in evaluating him. The candidate shall be allowed to submit to the Committee, within seven (7) days of the Committee's meeting, any additional written information relating to his evaluation.

The candidate for tenure may appoint an observer to the proceedings of the Special Committee on Tenure who shall be a tenured faculty member. The observer shall not be entitled to vote or to participate in any of the proceedings of the Special Committee on Tenure except as hereinafter provided.

The appropriate Dean shall be responsible for the maintenance of a docket for each candidate considered by the Special Committee on Tenure which shall include all written materials submitted to the Committee. He shall also appoint a recorder to maintain a summary of the proceedings of the Committee and a record of the votes cast by each member of the Committee. The recorder shall submit within seven (7) days of each Committee meeting the summary of the proceedings and record of the votes cast to each member of the Committee and to the observer. Each member of the Committee and the observer shall, within five (5) days of the

receipt of such summary of the proceedings and record of the votes cast, certify that it constitutes a true, complete, and accurate summary of the proceedings and record of the votes cast, and, if not, he shall sign it nevertheless, but shall file therewith a written statement of his objections thereto with the recorder of the Committee. The signed summary of the proceedings, together with any objections thereto, and the record of the votes cast, shall become a part of the docket.

Failure of any member of the Committee or of the observer to sign the summary of the proceedings and record of the votes cast and to file a written statement of his objections, if any, shall not impair the work of the Special Committee on Tenure, but shall disqualify him from participation in any proceeding arising under the terms of this Agreement, or in any court of competent jurisdiction.

D. Evaluation of Department Chairmen, Unit Leaders and Learning Community Leaders

In respect to their teaching duties, Department Chairmen will be evaluated by the Departmental Evaluation Committee, exclusive of the Department Chairman himself. In respect to their teaching duties, Unit Leaders and Learning Community Leaders shall be evaluated by the Evaluation Committee (Elementary) or the Evaluation Committee (Junior High) exclusive of the Unit Leader or Learning Community Leader himself.

The administrative performance of the Department Chairman will be evaluated by a committee composed of the appropriate Dean, a Chairman of another Department selected by the President, a

Department Chairman elected by the other Department Chairmen, two faculty members of the Department of the Chairman being evaluated elected by the members of that Department and a junior or senior student who is majoring in that Department or a junior or senior student from and by students having completed specialization if no major exists, elected from and by the five (5) members of the Departmental Student Advisory Committee.

E. The Role of the Academic Dean and the Dean of Teacher Education

The Department Chairman, or in the case of the McKay Campus School, the Principal, shall forward to the appropriate Dean the written evaluations, reports and recommendations of the Departmental Evaluation Committee, the Evaluation Committee (Elementary) or the Evaluation Committee (Junior High), as the case may be, the evaluations of students, and his own evaluations and recommendations together with all materials used in the evaluations and any recommendations from the Special Committee on Tenure. In the case of the various education departments, the appropriate Dean shall be the Dean of Teacher Education. The Department Chairman or, in the case of the McKay Campus School, the Principal, shall also be responsible for maintaining the Professional Data Form on each faculty member, a copy of which shall be available to the faculty member at his request. The Academic Dean or, in the case of the McKay Campus School and the various education departments, the Dean of Teacher Education or other administrator designated by the President of the College, shall forthwith add any recommendations of his own to those reviewed by him and within a reasonable

time forward all recommendations and evaluations received by him together with his own recommendations directly to the President of the College. A copy of his recommendation shall be sent by registered mail to the candidate at his residence. The faculty member may file a written response to his evaluation within fourteen (14) days of the receipt of his evaluation. Such written response shall be placed in the faculty member's Official Personnel File.

F. Professional Practices Committee

1. Membership

Every faculty member who has completed at least three (3) years at the College shall be eligible to serve on the Professional Practices Committee. Appointment to the Professional Practices Committee shall be made by the President of the Association on or before October 15, 1974 with the advice and consent of the Executive Board of the Association. The term of each member shall be for the duration of this Agreement. Notice shall be given in writing of the appointments to the President of the College and the President of the Student Council. In the case of a vacancy, the President of the Association shall appoint a replacement with the advice and consent of the Executive Board of the Association. The Chairman of this Committee shall be elected by a majority vote of the members of this Committee.

2. Functions

The Committee shall review the express procedural provisions set forth in this Article and shall certify to the President of the College that evaluation procedures have been

complied with before the recommendations of the appropriate Dean are forwarded to the President of the College. In the event that the Committee shall find that the procedures set forth herein have not been complied with, it shall promptly set forth its findings and the reasons therefore in writing to the appropriate Dean. The Association, the Board, the Student Government Association, or any student, faculty member or administrator may file with the Professional Practices Committee a complaint regarding a failure to comply with the procedures for evaluation set forth in this Article.

G. Role of the President of the College

The President of the College shall review all evaluation reports and recommendations forwarded to him by the Academic Dean, the Dean of Teacher Education or other administrator designated by the President. The President may add his own recommendations and shall forward a copy to the faculty member being evaluated. The President may, at his discretion, transmit to the Board of Trustees any recommendations concerning the reappointment, non-renewal, promotion to a higher rank, tenuring, sabbatical leave, separation from service at the College, or any other specific personnel action affecting any faculty member as may require final Board approval. A copy of the recommendations of the President shall be placed in the Official Personnel File of the faculty member.

H. Criteria for Appointment, Promotion and Tenure

In evaluating and/or recommending faculty for reappointment, promotion, retention, dismissal from the College, or tenure, the

Departmental Evaluation Committee, the Department Chairman, the Principal of the McKay Campus School, the Special Committee on Tenure, the Academic Dean, the Dean of Teacher Education, the President, and others shall at all times apply those policies of the Board on Appointment, Promotion and Tenure which are expressly incorporated in Article XV of this Agreement.

ARTICLE IX - FACULTY GRIEVANCE PROCEDURES

In order to implement the processes for the informal and prompt settlement of faculty grievances which are contained and set forth in this Article, a Committee on Faculty Grievances shall be established not later than October 15, 1974. The Committee on Faculty Grievances shall be composed of five (5) faculty members appointed by the President of the Association upon vote of the Executive Board thereof. The term of office of each such faculty representative shall be for the duration of this Agreement.

The Faculty Grievance Process

A. Intent

The Board and Association agree that they will use their best efforts to encourage the informal and prompt settlement of grievances which may arise between a member of the faculty and the Board. The processes hereinafter set forth may be used for the resolution of grievances, it being expressly understood and agreed, however, that these grievance procedures shall in no way impair or limit the right of a member of the faculty, or the parties hereto, to use any other remedy or proceeding established and existing under the Laws of the Commonwealth.

B. Definition

A grievance is a complaint by a member or members of the faculty or the Association, brought during the term of this Agreement, that an express provision of this Agreement or of any of the written policies of the Board which are expressly incorporated by reference in Article XV of this Agreement has been violated in its

application to him or to the Association, as the case may be.

C. Procedures for the Filing of a Grievance

Any aggrieved member or members of the faculty or the Association may file a grievance in accordance with the following procedures:

STEP 1: The Academic Dean

The grievant shall set forth in writing, fully and completely, the complaint and the remedy requested and shall file the same with the Academic Dean. In addition, any and all supporting documents and material likewise shall be filed in written form at the time of the filing of the complaint. The complaint shall be signed by the grievant or grievants who shall be members of the faculty. No complaint shall be filed more than fourteen (14) calendar days from the date or the event upon which the grievance is based or from the date when the faculty member had or should have had knowledge of the event.

The Dean shall promptly consider the complaint and shall within ten (10) calendar days of the filing thereof determine:

1. Whether it has been filed in accordance with the provisions thereof; and

2. Whether the complaint as filed constitutes a grievance as defined herein.

Prior to rendering such decision, upon application of the grievant, the Academic Dean shall meet with the grievant or grievants, and discuss the complaint as presented. If the grievance is not resolved within said ten (10) calendar days to the satisfaction of the grievant, the Dean shall make the determination

hereinbefore required.

The Dean shall set forth his decision in writing, including the reasons therefor within ten (10) days of the filing of such grievance and may set forth in writing any recommendations with respect to the grievance which he deems appropriate. He shall thereupon provide copies thereof to the grievant or grievants and to the Committee on Faculty Grievances.

STEP 2: The Committee on Faculty Grievances

Upon receipt of the decision of the Academic Dean, the grievant may within ten (10) calendar days file with the Committee on Faculty Grievances a written request for a conference together with a copy of the complaint and all the materials filed by the grievant with the Academic Dean and a copy of the decision of the Academic Dean.

The Committee on Faculty Grievances and the grievant shall thereupon meet and discuss the complaint of the grievant as presented.

The Committee on Faculty Grievances shall within ten (10) calendar days of the filing of the complaint with the Committee determine:

1. Whether it has been filed in accordance with the provisions thereof; and

2. Whether the complaint as filed constitutes a grievance as defined herein.

The Committee shall set forth its decision in writing including the reasons therefor within said ten (10) day period and may

set forth in writing any recommendations with respect to the grievance which it deems appropriate. It shall thereupon provide copies thereof to the grievant and to the Academic Dean. The Academic Dean may confer with the grievant.

STEP 3: The Consultant

If the determination of the Committee on Faculty Grievances shall be contrary to those of the Academic Dean, then the grievant, the Association, or the President of the College, as the case may be, may within a seven (7) day period seek an Advisory Opinion of the Consultant, subject to and in accordance with the following procedures and provisions:

1. If the grievant, the Association, or the President of the College, as the case may be, desires to obtain an Advisory Opinion of the Consultant, he shall within said seven (7) calendar days of the filing of the report by the Committee on Faculty Grievances give written notice to the grievant, the Association, or the President of the College, as the case may be, of the intent to seek an Advisory Opinion of the Consultant.

2. Within five (5) days of receipt of such notice, the President of the College or his designee and the Chairman of the Committee on Faculty Grievances shall arrange for the selection of a Consultant in accordance with the following procedure: They shall select a Consultant to render an Advisory Opinion on such complaint by selecting as the Consultant the first name on the list appearing in alphabetical order in Appendix G hereof. In each subsequent instance the next following name appearing on such list shall be selected. If a Consultant so requested shall

be unable or unwilling to serve, they shall proceed to select the next name on the list. No Consultant shall be requested to serve for a second time until all of the remaining Consultants appearing on such list shall have been requested to serve in accordance with these procedures.

The President of the College and the Chairman of the Committee on Faculty Grievances, upon acceptance by the Consultant of his selection shall promptly notify the grievant, the Academic Dean, and the President of the Association.

Thereupon the Consultant shall meet and confer with the grievant, the Academic Dean, and, if the grievant so desires, a representative of the Association concerning such complaint. He shall review the complaint, all the materials filed by the grievant with the Academic Dean and the recommendations of the Academic Dean and the Committee on Faculty Grievances.

Within fourteen (14) calendar days of his selection, the Consultant shall render a written Advisory Opinion which shall include the following:

1. Whether the complaint has been filed in accordance with the provisions hereof; and

2. Whether the complaint as filed constitutes a grievance as defined herein.

In addition, he shall set forth his findings and the reasons therefor and may make such advisory recommendations with respect to the complaint as he deems appropriate.

The Consultant shall provide a copy of his Advisory Opinion to the grievant, the President of the Association, the Chairman of

the Committee on Faculty Grievances, the Academic Dean, and the President of the College.

The Advisory Opinion of the Consultant shall not be binding upon the President of the College, the Board of Trustees, the Association or the grievant, but shall be considered by them in any proceeding under Steps 4 and 5.

STEP 4: The President of the College

Within seven (7) calendar days of the decision of the Committee on Faculty Grievances, or within seven (7) calendar days of the date of the Advisory Opinion of the Consultant (in the event that the grievant, the Association, or the President of the College shall have invoked Step 3 with respect to a complaint), the grievant may proceed to Step 4 and file with the President of the College a written request for a conference together with a copy of the complaint and all other material filed by the grievant with the Academic Dean and with the Committee on Faculty Grievances, and a copy of the written decisions of the Academic Dean and the Committee on Faculty Grievances.

Within seven (7) calendar days of the receipt of such filing by the grievant, the President, or his designee, shall confer with the grievant. The President shall within fourteen (14) calendar days of the receipt of the complaint render a written decision to the grievant setting forth his findings and the reasons therefor, and shall provide a copy of such decision to the grievant, the President of the Association and the Committee on Faculty Grievances.

STEP 5: The Board of Trustees

The grievant may within seven (7) days after the receipt of the decision and findings of the President, or upon the failure of the President to act within the time specified, file with the Board only a grievance arising out of or relating to:

1. A failure to comply with any of the following:

a. the procedures set forth in this Agreement except as hereinafter provided;

b. the written policies of the Board which are expressly incorporated by reference in Article XV of this Agreement, except those relating to appointment, promotion and tenure;

c. the procedural due process provisions expressly set forth in the Board's policy on Appointment, Promotion and Tenure incorporated by reference in Article XV of this Agreement, provided, however, that grievances relating to reappointment, promotion or tenure which are concerned with matters of academic judgment may not be processed by the grievant beyond Step 4; or

2. A failure of the President of the College to have recommended the granting of tenure to a faculty member who has met all of the written requirements for tenure as set forth in the Board's Policy on Appointment, Promotion and Tenure incorporated by reference in Article XV of this Agreement, and who has been duly recommended for tenure by the Special Committee on Tenure as established in Article VIII.

Such grievance shall be filed with the Director of the Division of State Colleges as [illegible] the Board, and with the

President of the College in the form and in accordance with the procedures set forth in Step 4. In addition, the grievant shall file a copy of the decision and findings of the President of the College, if any.

No other grievance may be filed with the Board.

The Board shall consider such a grievance and shall within sixty (60) days of the receipt thereof as provided aforesaid render its decision. Written notice of its decision shall be provided to the grievant, the Association, the Committee on Faculty Grievances, and the President of the College. Nothing herein contained shall be deemed to require a hearing before the Board except as expressly provided in the Board's policy on Appointment, Promotion and Tenure incorporated by reference in Article XV.

Appointment of an Association Representative

Any member of the faculty may request that the Association represent him at any step of the grievance procedure set forth in Article IX C. of this Agreement. The Association shall notify the Committee on Faculty Grievances, the Academic Dean, the President of the College and the Director of the Division of State Colleges, as the case may be, of the name and address of any such Association Representative at the time he is so authorized to represent the grievant.

Compliance with Procedures

No grievance may be filed except in the form and in accordance with the procedures set forth above.

D. Waiver, Admission and Termination

1. Waiver

Failure of the grievant to comply with any provisions of this Article shall be deemed to be a waiver of the grievance under the terms of this Agreement. The time limits specified in this Article may be extended in any specific instance by mutual written agreement of the parties to this Agreement.

2. Admission

The acceptance of a grievance by the Academic Dean, the President of the College, the Board of Trustees, or their agent, shall not be deemed to be an admission by the Board that the grievant has, for any other purpose or proceeding, standing as a grievant or to constitute an admission of any violation or breach of the terms of this Agreement, or is cognizable or justiciable according to any applicable provisions of the Laws of the Commonwealth.

3. Termination

If any party to this Agreement or any member of the faculty shall initiate any proceeding relating to a grievance in any administrative or judicial forum while a proceeding relating to such grievance is pending under any provision of sub-section C. of this Agreement, such sub-section C. proceeding shall terminate as of the date of the initiation of any other administrative or judicial proceeding and the grievance procedures aforesaid shall be inapplicable to such grievance.

Compensation and Expenses of the Consultant

In the event the grievant, the Association or the President shall seek an Advisory Opinion of the Consultant in accordance with the procedures set forth in Step 3 of Article IX, the following method of paying the expenses associated with the use of such Consultant shall be used:

1. If it is a member or members of the faculty or the Association who seek, as a grievant, an Advisory Opinion of the Consultant under Step 3, then such grievant shall pay fifty percent (50%) of all costs and expenses of the Consultant including, but not limited to, his professional fee and travel expenses, and the Board shall pay fifty percent (50%) of all such costs and expenses.

If the Association is not a grievant, but seeks an Advisory Opinion of the Consultant under Step 3, the Association shall pay one hundred percent (100%) of all costs and expenses of the Consultant including, but not limited to, his professional fee and travel expenses.

3. If the President of the College shall seek an Advisory Opinion of the Consultant under Step 3, the College shall pay one hundred percent (100%) of all costs and expenses of the Consultant including, but not limited to, his professional fee and travel expenses.

ARTICLE X - FACULTY WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS

A. Workload, Scheduling and Course Assignments of Faculty at the College

Members of the teaching staff of the College shall not be required to teach an excessive number of semester hours of teaching, assume an excessive student load, or be assigned an unreasonable schedule, it being recognized by the parties that the teaching staff has additional obligations.

For faculty not on the staff of the McKay Campus School, twenty-four (24) semester hours per year shall be considered the average faculty workload for the academic year; effort shall be made to assign faculty workloads on this basis provided it is feasible or possible to do so in the judgment of the President or his designee.

Faculty members not on the staff of the McKay Campus School shall spend at least five (5) hours per week providing assistance to students and advising assigned counselees. Times of these office hours shall be clearly posted for the benefit of those seeking assistance.

The determination of the workloads of faculty not on the staff of the McKay Campus School, including the assignment of specific courses and schedules, shall be made by the Chairman of each Academic Department respectively, in consultation with the members of his Department, and with the Registrar, and shall be subject to the approval of the appropriate Dean.

In addition to instructional duties, all faculty have the obligation to be available to students, to assume committee

assignments, to engage in research and/or community service, and to attend such appropriate academic functions as convocation and graduation.

The President of the College may, at his discretion, alter the teaching workload of any Department Chairman in order to permit the Chairman to fulfill his responsibilities.

In determining workloads and in making assignments for faculty not on the staff of the McKay Campus School, the Chairman shall consider such criteria as:

1. The qualifications and preferences of the faculty.

2. The character of the course - Whether it is being offered for the first time or with extensive revision, and the number of times the faculty member has taught it in the past.

3. The amount of preparation required for the type of instruction used.

4. The number of students.

5. The number of courses requiring different preparations.

6. Special courses and projects - Joint courses taught by two or more faculty members or special problem courses for individual students.

7. Other duties - Due consideration may be given to equivalent non-teaching duties including the Department Chairmanship, or in-service work with groups in the State.

8. Supervision of on- and off-campus student practicum experiences.

In the event any faculty member not on the staff of the McKay

Campus School shall be assigned to teach more than fourteen (14) semester hours of instruction in any given semester, he may, within that semester, file a request in writing to his Department Chairman and the appropriate Dean for a meeting. A copy of such request shall be sent by the appropriate Dean to the Association. Following the receipt of such written request, the Department Chairman and the appropriate Dean shall confer during that semester or the next following semester with the faculty member to discuss whether some adjustment in the over-all workload of the faculty member is feasible during either of the next two (2) semesters. If so requested by the faculty member, a representative of the Association shall be present during these conferences.

The decision of the appropriate Dean shall be final. In rendering such decision, the Dean shall set forth in writing his decision, which shall not be arbitrary and capricious. The Dean shall exercise reasonable efforts under all of the circumstances to endeavor to provide some feasible adjustment in the over-all workload of the faculty member during either of the next two (2) semesters. A copy of the adjustment shall be sent by the Academic Dean to the Association.

B. Senior Teacher Workload at the McKay Campus School

Members of the faculty serving as Senior Teachers at the McKay Campus School, in addition to the performance of professional duties as hereinafter defined, shall have the obligation to be available to students, to assume committee assignments, provided the Assistant Principal has approved arrangements for coverage for their assigned duties, and to engage in scholarship and community

service.

The determination of workloads for Senior Teachers at the McKay Campus School, including the assignment of specific classes and schedules, shall be made by the Assistant Principal of the Elementary section and the Junior High section, respectively, after consultation with the appropriate Unit Leader and the Senior Teacher concerned in the Elementary section, and with the appropriate Learning Community Leader and the Senior Teacher concerned in the Junior High section, and subject to the approval of the Principal of the McKay Campus School.

In determining workloads, and in making assignments for Senior Teachers at the McKay Campus School, the Assistant Principal and the Principal shall consider such criteria as:

1. The qualifications, experience, and preference of the faculty.

2. The nature of the curricular and student needs.

3. The amount of preparation required for the type of instruction used.

4. Special courses and projects involving the instruction of McKay Campus School pupils.

5. Other duties - Due consideration may be given to equivalent non-teaching duties or in-service work with groups in the State.

Professional duties of Senior Teachers at the McKay Campus School shall include teaching, counseling, supervision of McKay Campus School pupils, supervision of student teachers, conferences with parents, co-curricular activities held during regular school

day hours as hereinafter defined and with the consent of the Senior Teacher involved, and emergency assignments at the direction of the Principal. Each Senior Teacher and Specialist at the McKay Campus School shall have a 1/2 hour duty free lunch period except when he is assigned lunchroom duties from a rotating roster of all teachers which shall be established for each section.

The school day for pupils at the McKay Campus School shall normally be as follows:

Elementary: the school day for pupils shall be five and three quarters (5 3/4) hours in duration, it being understood that classes presently commence at 8:15 a.m. and presently conclude at 2:00 p.m.

Junior High: the school day for pupils shall be six (6) hours in duration, it being understood that classes presently commence at 8:15 a.m. and presently conclude at 2:15 p.m.

In addition, Senior Teachers in both the Elementary and Junior High sections shall be available for performance of professional duties directly related to the school day at the McKay Campus School at least twenty minutes before the commencement of classes and at least thirty minutes after the conclusion of classes, it being understood that a Senior Teacher shall be free to leave the McKay Campus School when his assigned professional duties do not require his physical presence at the McKay Campus School.

ARTICLE XI - ACCESS TO FACULTY PERSONNEL FILES

The Administration of the College shall maintain an Official Personnel File for each faculty member. Such file shall contain a continuous record of the faculty member's status as an employee of the College and shall contain copies of Official Personnel Correspondence and Transactions with the faculty member. All evaluations of the faculty member's performance and recommendations for retention, merit, promotion and tenure, and pursuant to the provisions of Article VIII an updated Transcript of courses completed, shall be maintained in the Official Personnel File by the College Administration.

Effective September 1, 1974:

1. All such materials placed in the Official Personnel File of a faculty member shall be dated on the day filed.

2. The faculty member shall have the right to examine his Official Personnel File.

3. The faculty member shall have the right to file a statement in response to such materials in his Official Personnel File.

4. Upon written request of the individual faculty member, the college administration shall reproduce one copy of such materials.

5. Copies of Official Personnel Correspondence shall be sent to the faculty member at the time they are filed.

6. The Official Personnel File shall be available for inspection by the Department Chairman, the President, the Departmental Evaluation Committee, the Evaluation Committee (Elementary),

the Evaluation Committee (Junior High), the Special Committee on Tenure, the Academic Dean, the Dean of Teacher Education, the President of the College or his designee, and the Board or its designees. An inspection sheet shall be maintained for each faculty member's Official Personnel File. Whenever any of the foregoing individuals, committees, or the Board inspects the Official Personnel File of a faculty member, the name of such individual, Committee or Board and the date and time of inspection shall be annotated on the inspection sheet.

ARTICLE XII - NO STRIKE OR LOCK OUT PLEDGE

The Board agrees that it will not lock out any or all of its employees for any cause during the term of this Agreement, and the Association and its agents agree that they will not engage in, induce, or encourage any strike, work stoppage, slow-down or withholding of services by the faculty.

Nothing contained in this Article shall be deemed to waive, impair or restrict the right of the Board to seek or pursue any remedy at law or equity provided by the Laws of the Commonwealth.

ARTICLE XIII - STATUTORY RESPONSIBILITIES OF THE BOARD

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Board under the Laws of the Commonwealth.

ARTICLE XIV - COMPLIANCE WITH TIME SCHEDULES ESTABLISHED FROM TIME TO TIME BY THE BOARD OR THE PRESIDENT

The parties agree that any assignment, report, recommendation, or other action of any committee provided for in this Agreement shall be completed in compliance with the time schedules as may be established from time to time by the Board or the President.

Reasonable written notice of such time schedules shall be provided by the President of the College to the Chairman of the Council, the President of the Association and the President of the Student Government Association.

Notice to the Council shall be deemed to be notice to all committees established in this Agreement. In the event that any committee having received such written notice shall not have so completed its work, the President or the Board, as the case may be, may in their discretion make such recommendations, or take such action as they deem to be required and the making of such recommendations or the taking of such action shall not be in violation of the procedures set forth in this Agreement.

ARTICLE XV - THE POLICY MAKING AUTHORITY OF THE BOARD OF TRUSTEES

The parties hereto expressly agree that the following enumerated Board policies are incorporated into this Agreement, for the purpose of this Agreement, and that these enumerated policies, and these policies only, shall not be altered or amended by the Board, as they apply to Fitchburg State College, during the term of this Agreement and made a part hereof:

1. The Board's policy on Appointment, Promotion and Tenure, as amended and revised to and including March 14, 1974.

2. The Board's policy on Non-Discrimination.

3. The Board's policy on Academic Work Year.

ARTICLE XVI - STUDENT PARTICIPATION IN DECISION MAKING

A. Acceptance

The parties hereto expressly agree that the process of student participation as provided in Articles VI, VII, and VIII of this Agreement shall be subject to acceptance of the terms of Articles VI, VII, and VIII to be evidenced by a vote of the student body which shall be determined by a referendum to be conducted by the Student Council at the College on or before September 30, 1974. All students at the College shall be eligible to vote in such an election. A majority of those voting shall be required for acceptance. Acceptance by such vote shall be for the term of this Agreement.

The referendum questions shall be as follows:

1. "Shall the students of Fitchburg State College participate in the Departments of the College and the Instructional Units and Learning Communities at the McKay Campus School as set forth in Article VI of the Agreement executed between the Fitchburg State College Education Association and the Board of Trustees of State Colleges?"

YES _____ NO _____

2. "Shall the students of Fitchburg State College participate in the governance of the College as set forth in Article VII of the Agreement executed between the Fitchburg State College Education Association and the Board of Trustees of State Colleges?"

YES _____ NO _____

3. "Shall the students of Fitchburg State College participate in the evaluation of the faculty as set forth in Article VIII of the Agreement executed between the Fitchburg State College Education Association and the Board of Trustees of State Colleges?"

YES _____ NO _____

A majority of the votes cast shall determine acceptance or rejection. (Acceptance or rejection shall in no way affect the status or entitlement of students to participate in other duly authorized student or campus organizations.)

b. Effectiveness

Acceptance of this proposal by the students of the Fitchburg State College in accordance with the provisions of Article XVI shall be a condition precedent to the effectiveness of all of the terms of Student Participation set forth in Article VI, VII and VIII. Non-acceptance shall make the terms of Articles VI, VII, and VIII as they pertain to the participation of students only, null and void, but shall in no other way impair any term of this Agreement. In the event that no referendum is conducted on or before September 30, 1974, the parties shall nevertheless implement the terms of Articles VI, VII and VIII of this Agreement.

ARTICLE XVII - DURATION AND EXTENT

A. Duration

This Agreement shall be effective for the period from May 28, 1974 to June 30, 1976.

The parties agree to commence negotiations for a renewal Agreemnt no later than ninety (90) days prior to the termination date set forth above.

B. Extent

The Board and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to ary subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

C. Changes in the Agreement

The parties agree that on and after July 1, 1974, upon thirty (30) days written notice by either party, they shall meet and negotiate with respect to wages, fringe benefits, binding arbitration of grievances, agency fee and standards of productivity pursuant to the provisions of General Laws c. 150E, Section 6. No other matter shall become the subject of negotiations.

The parties shall incorporate into this Agreement any matters mutually agreed upon in accordance with the provisions of this section of this Agreement. Otherwise, the terms of this Agreement shall remain in effect.

Notwithstanding any other provision of this section, the provisions of this section may be invoked only once during the term of this Agreement by either party.

ARTICLE XXIII - SAVING CLAUSE

If any of the provisions of this Agreement shall in any manner conflict with or contravene any Federal Law or Statute, Law or Statute of the Commonwealth of Massachusetts or the rules and regulations promulgated pursuant thereto, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect.

This Agreement executed this 28 day of May Nineteen Hundred and Seventy-four.

Board of Trustees of State Colleges

Fitchburg State College Education Association

William E. Auberlon Jr. Douglas C. Kirk

Appendix A

PAYROLL DUES DEDUCTION AUTHORIZATION

To the Board of Trustees of State Colleges

I hereby authorize and direct the Board of Trustees of State Colleges through its officer, agents, and employees, to deduct from the portion of my salary due me each month the amount as certified by the FITCHBURG STATE COLLEGE EDUCATION ASSOCIATION as the current rate of dues. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay the sum so deducted to the Treasurer of the FITCHBURG STATE COLLEGE EDUCATION ASSOCIATION, FITCHBURG STATE COLLEGE, FITCHBURG, MASSACHUSETTS.

In consideration of the above described service rendered by the Board of Trustees of State Colleges, its members, officers, agents and employees, the undersigned hereby releases and discharges the Board of Trustees of State Colleges, its members, agents and employees of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me upon sixty (60) days written notice, to the FITCHBURG STATE COLLEGE EDUCATION ASSOCIATION, and the Board of Trustees of State Colleges, and the revocation will become effective upon the thirtieth day, or upon termination of my employment. It is understood this service shall be limited to deduction to one employee organization for any individual employee, and that no partial deduction will be made.

_____
Employee Signature

Date of Notice _____

Social Security Number: _____

_____
Position Title

$_____.
Annual Salary

_____
Last Name First Middle (print)

_____
Address

Appendix B

PREAMBLE TO POLICY ON APPOINTMENT, PROMOTION AND TENURE

In adopting and promulgating the attached policy on appointment, promotion and tenure, the Board of Trustees recognizes that this document is a major, if somewhat imperfect step forward in determining personnel policy for faculty members in the State Colleges. As changing conditions for further clarification require, amendments and further annexes will be provided.

Definitions relating to this policy:

"Teaching faculty member" shall mean any member of the professional staff of the state colleges of the rank of instructor, assistant professor, associate professor, professor or visiting professor whose duties involve the instruction of students in classes, laboratories, seminars or other instructional situations.

"Termination" shall mean the permanent severance of an existing employment relationship initiated by the college or the Board of Trustees.

"Tenure" shall mean the right of the teaching faculty of the state colleges to be removed only upon just cause, to a hearing upon dismissal and to such review as is provided in this policy.

Furthermore, it is the policy of the Board of Trustees of State Colleges not to approve a salary for any faculty member or professional administrator beyond the maximum salary range for the position as approved by the Board of Trustees.

Moreover, the attached policy is also based on the express understanding that:

A. Contracts for non-tenured faculty are term agreements subject to renewal by the Board of Trustees upon recommendation of the President, who makes his recommendation after the completion of the established evaluation procedures.

B. The serious decision of granting tenure, demands that the President, before making recommendations to the Board of Trustees, have substantial evidence determined through professional evaluation that the candidate will be a constructive and significant contributor to the continuous development of high quality education in the institution.

Policy on Appointment, Promotion and Tenure

(Adopted by the Board of Trustees on May 15, 1967, and as amended to the date of this Agreement)

APPOINTMENT

1. Minimum Requirements for Teaching, Faculty Appointment and Promotion

Teaching faculty members may be appointed initially at any rank in keeping with minimum requirements. These requirements apply to faculty members in the nine state colleges and to persons in the academic departments of the Massachusetts College of Art and the Massachusetts Maritime Academy.* Exceptions to these requirements may be made in certain specialized areas and under other special circumstances with the approval of the Board of Trustees. Nothing in these requirements should be construed to prohibit the appointment or promotion of an individual of exceptional talent or accomplishment who does not meet all the stated criteria. In reviewing such recommendations for exceptional appointments, or promotions, the Board of Trustees shall give due consideration in the alternative to: (a) evidence of the ability of the candidate to render a unique academic contribution to the college, or (b) evidence of a candidate's extraordinary competence in the area of his discipline or speciality, or (c) evidence that the discipline or speciality of the candidate does not customarily demand fulfillment of those academic degree requirements set forth by the Board as minimum criteria for appointment or promotion to each rank.

A. Instructor - A master's degree from an accredited institution in the academic or professional discipline to be taught. (Two years of appropriate professional experience required of persons teaching courses in professional areas.)

B. Assistant Professor -

a. A master's degree from an accredited institution in the academic or professional discipline to be taught plus thirty additional graduate credits acceptable to the college.

b. Three years experience in teaching (two years if person possesses doctorate).

* Faculty members instructing in technical areas at Massachusetts College of Art will be subject to different requirements as set forth in the Board of Trustees' policy adopted October 9, 1969.

C. Associate Professor -

a. A doctor's degree from an institution accredited at the doctoral level and in the academic or professional discipline to be taught.

b. Six years' experience of which at least three must have been in higher education.

D. Professor -

a. A doctor's degree from an institution accredited at the doctoral level and in the academic or professional discipline to be taught.

b. Eight years' experience of which at least five must have been in higher education.

E. Academic Dean - Same as Professor

II. Appointment Procedures and Terms

1. Instructors will ordinarily be appointed to successive one-year terms with proper notice being given in the case of termination (see Section III). No one will remain in the rank of instructor more than five years. Prior to the beginning of his fifth year, an instructor will be given written notice that:

a. he is to be promoted to the rank of assistant professor at the beginning of the next year, or

b. he is beginning a terminal one-year appointment.

In short, an instructor is "up or out" at the end of five years.

2. Persons initially appointed above the rank of instructor may be given initial appointments, without tenure, of one, two or three years. Such contracts may be renewed for one, two or three years. Those initially appointed as assistant professors may not be employed beyond six consecutive years without gaining tenure.

3. Persons initially appointed at the rank of associate or full professor may be appointed for an initial one, two or three year term without tenure, or may be

appointed initially with tenure. No person initially so employed may serve more than three years without gaining tenure.

4. Persons appointed as Visiting Professors shall be employed for a specified period of time and shall not attain tenure.

5. Precise conditions of employment shall be stated in writing with a copy to be provided to the appointee.

III. Termination

Due notice of intention to terminate non-tenure appointments must be given.

a. Termination after first year - notification by March 1 of first year.

b. Termination after second year - notification by December 15 of second year.

c. Termination after three or more years - notification by September 1 of final year.

IV. Promotion

1. Promotion shall be based on:

a. Minimum requirements. (See Section I above)

b. Annual evaluation of all faculty members.

c. Recommendations by local joint faculty and administrative processes.

2. Promotions shall normally take effect at the beginning of an academic semester or term.

V. Faculty Evaluation

A. There will be an annual evaluation made of each faculty member with a written record kept of the substance of the evaluation. The evaluation will be made by a committee which shall include: the Chairman of the individual's department, Academic Dean and/or President and one other tenured member of the faculty. Each college has the option of establishing

some other evaluation system acceptable to the Trustees.

B. In general, faculty members will be evaluated on the following bases:

1. Classroom effectiveness.
2. Professional activities including positions of leadership.
3. Research and publication.
4. Contribution to the college community.
5. Advanced study.
6. Leadership in community affairs.

C. Annual faculty evaluations will serve as the basis for promotion, merit pay and tenure consideration.

TENURE

The granting of tenure to a faculty member is the single most important type of decision made in an educational institution. Barring unforeseen circumstances, tenure obligates the institution to the employment of the faculty person for the balance of his professional life. It not only makes a major financial commitment to the individual until retirement, but even beyond. It must be accomplished with the utmost of care, concern and searching evaluation by the administration of the institution.

I. Entitlement

A. No person holding the rank of instructor shall gain tenure.

B. Any faculty member other than instructor who served the college for more than six consecutive academic years shall thereby gain tenure.

C. Any person promoted from within any institution in the State College system to the rank of Associate or full Professor shall thereby gain tenure without regard to the length of his service.

D. Persons initially employed as Associate or Full Professors may be granted tenure on appointment. In the event of an initial non-tenure term appointment to either rank, the individual may not serve for more than three years without thereby gaining tenure.

E. No person serving in the capacity of a Visiting Professor shall gain tenure.

F. Once attained, tenure is transferable from one institution under the Board of Trustees of State Colleges to another.

G. Presidents, Deans, Department Chairmen and other administrators do not have tenure in their administrative positions although they may retain tenure as faculty members.

II. Evaluation for Tenure

A. When a person is being considered for a tenure

appointment, whether by promotion from within or appointment from outside, a thorough evaluation of his achievement and potential should be made in each case by a special ad hoc committee, including: the president, the academic dean, the department head, a tenured member of the same department, a tenured member of another department. (In an exceptional case, the president is empowered to employ as a consultant and member of the ad hoc committee, a tenured person in the same academic discipline in another institution of higher learning.)

B. Evaluation by the ad hoc committee will be accomplished in such timely fashion as to provide proper notice to those individuals who are not to be re-employed.

III. Removal of a Tenured Person

A. A tenured person, without regard for the means through which he attained tenure, shall not be removed from his position except for just cause and through due process.

B. Removal of a tenured person shall be subject to the following procedures:

1. The person must be advised in writing, at least ten days in advance of any hearing, of the charges to be presented.

2. The charges must be presented at a hearing to a committee composed of tenured peers from the faculty and representatives from the college administration. The person may be represented by counsel.

3. The recommendation of this committee must be forwarded to the Board of Trustees with all necessary records.

4. On written request of the individual, the Board of Trustees will grant the individual a full hearing.

5. The individual will be given at least thirty days notice of the hearing with the Board of Trustees. He may be represented by counsel.

6. A transcript of the proceedings of all

hearings will be made available to the individual upon written request.

IV. Effective Date of Tenure Policy

A. This tenure policy shall apply to all faculty members whose period of service began after September 25, 1965.

B. Individuals formally granted tenure prior to September 25, 1965, will continue to enjoy the rights and privileges accorded them under Section 48 of Chapter 73 of the General Laws.

C. Individuals employed on other than term appointments prior to September 25, 1965, but who had not formally been granted tenure under Section 43 of Chapter 73, but who were granted what is tantamount to tenure by Chapter 572 of the Acts of 1965, are deemed by the Board of Trustees to have achieved tenure granting them the following rights:

1. A hearing before the Board of Trustees concerning dismissal charges.

2. Thirty days written notice of such hearing.

3. Representation by counsel.

4. A transcript of all proceedings to be made available on written request.

D. For those individuals first employed after September 25, 1965, time served prior to January 1, 1968, will be considered as meeting in part the requirements for academic rank and tenure.

* * * * * * * * * * * * * * *

V. Appointment, Promotion and Tenure Policy Amendments

1. At the time when notice is given to non-tenured faculty members that their contracts are not to be renewed, a statement shall be given to them setting forth the reasons for such non-renewal. Under no circumstances, however, shall either

(1) a notice of non-renewal of contract, or (2) a statement setting forth the reasons therefor, be given to any non-tenured faculty member without prior approval of the Board of Trustees. (eff. 1/13/72)

II. No faculty member on less than full-time service will be eligible for tenure. (eff. 2/12/70)

III. Full-time public school teachers, who serve as part-time training school teachers for the colleges, shall not be eligible for tenure at the college. (eff. 2/12/70)

IV. Leaves of absence for non-tenured persons shall not interrupt service towards tenure, nor should they count towards tenure. (eff. 2/12/70)

V. Members of the staff at the State Colleges on leaves of absence for whatever reason shall relinquish their rights to take part in official campus activities, including voting privileges and committee meetings. (eff. 4/9/70)

VI. Leaves of absence for professional staff at the State Colleges may be granted for a one year period but for not more than two consecutive years. (eff. 4/9/70)

VII. Professional staff members at the State Colleges on leave of absence shall not be eligible for promotion or merit increase until their return to the college. (eff. 4/9/70)

VIII. All professional appointments to the libraries shall be on a 12-month basis, effective July 1, 1971. All persons now on 12-month appointments will remain on such a calendar, and those on an academic year calendar may have the option of remaining on the academic calendar or going on to the 12-month calendar with an appropriate salary adjustment. Librarians at ranges V, IV, and III shall be eligible for tenure and other fringe benefits ordinarily accorded teaching faculty in accordance with Board policy. (eff. 1/14/71)

* * * * * * * * * * * * * * * *

IX. SPECIAL AMENDMENT APPLICABLE ONLY TO FACULTY AT THE RANK OF INSTRUCTOR WHOSE INITIAL APPOINTMENT OCCURRED BETWEEN SEPTEMBER 25, 1965, AND DECEMBER 31, 1967.

I. Effective Date. This amendment shall be effective between February 11, 1971, and December 31, 1973, inclusive. As of January 1, 1974, this amendment shall be deemed repealed, and its provisions shall be null and void.

II. Authority Granted. During the effective period of this amendment, aforesaid, the President of any state college is authorized to recommend to the Trustees, in his absolute discretion, the reappointment of a faculty member who meets all of the following requirements:

1) who was granted an initial full-time appointment to the rank of instructor between September 25, 1965, and December 31, 1967, and

2) who has served continuously and satisfactorily at the rank of instructor since the time of his initial appointment, and

3) who, prior to the beginning of his fifth year of continuous service at the college, has not completed the minimum requirements for promotion to assistant professor -- namely a master's degree in the academic or professional discipline to be taught from an accredited institution of higher education, plus 30 additional graduate credits acceptable to the college.

III. Reappointment Procedures and Conditions. The following special procedures and conditions shall be controlling in recommending any faculty member for reappointment who meets the requirements described in Section II above:

1) notice, if any, of his reappointment at the rank of instructor shall be given not later than April 1, 1971, April 1, 1972, and April 1, 1973, as the case may be.

2) each such faculty member shall give written notice to the President of his agreement to complete at least 12 graduate credit hours, acceptable to the college, within 15 months after each such notice of reappointment.

3) each such faculty member shall be subject to evaluation in February, 1972, and February, 1973. Such evaluation will be conducted by a committee composed of the faculty member's department chairman, the academic dean and/or the President, and one other tenured member of the faculty. In each such evaluation, the committee shall give due consideration to the faculty member's progress in satisfactorily completing the minimum degree and credit requirements as described aforesaid, as well as to such additional factors as (a) classroom effectiveness; (b) professional activities, including positions of leadership; (c) research and publications; (d) contribution to the college community; (e) advanced study; and (f) leadership in community affairs.

4) such evaluation committee shall transmit to the President the results of its evaluation, and a recommendation not later than March 1, 1972, and March 1, 1973, as the case may be, either (a) that the faculty member be reappointed for one additional academic year, or (b) that the faculty member not be reappointed.

5) in the event that the evaluation committee recommends that the faculty member be reappointed for one additional academic year, the President of the college, if he concurs with the committee, may transmit his recommendation to the Board of Trustees for reappointment provided, however, that such faculty member first

(a) gives written notice prior to March 1, 1972, and March 1, 1973, to the President of his agreement to complete at least 12 graduate credit hours, acceptable to the college within 15 months of notice of his reappointment, and

(b) agrees to be subject to evaluation in the following February in accordance with the terms and procedures, and by a committee composed of those members described above in subsection 3.

6) in the event that the evaluation

committee recommends that the faculty member not be reappointed, the President shall notify such faculty member by April 1, 1972, and April 1, 1973, as the case may be, that he will not be reappointed for an additional academic year.

7) not later than December 31, 1973, all such faculty members shall have been given written notice, notwithstanding any foregoing provision of this amendment to the contrary, that:

either (a) he is to be promoted to the rank of assistant professor;

or (b) he is not to be reappointed for an additional academic year.

It is the intent of this provision to insure that all such faculty members at the rank of instructor shall be "up or out" not later than December 31, 1973.

8) such faculty member shall under no circumstances become eligible for promotion to assistant professor unless he shall have both (a) met the minimum requirements for such promotion of a master's degree in the academic or professional discipline to be taught from an accredited institution of higher education, plus 30 additional graduate credits acceptable to the college, and (b) been recommended to the President of the college for such promotion by the special evaluation committee.

9) such faculty member shall under no circumstances become eligible for consideration for tenure nor shall he gain tenure until the termination of his first complete academic year following his promotion to the rank of assistant professor.

(eff. 2/11/71)

NON-DISCRIMINATION

It is the stated policy of the Board of Trustees of State Colleges that in matters of college admissions, the employment of professional and non-professional personnel and all other personnel matters in the State Colleges, individuals will be evaluated on their merits without respect to their race, color, creed, natural origin, age, or sex as prescribed in applicable federal and state law.

(eff. 12/11/69)

DEFINITION OF WORK YEAR

Under the provisions of Section 31 of Chapter 29 of the General Laws, the Board of Trustees has the statutory responsibility to define length of the working year for those members of the faculties of the colleges who are employed for the academic year rather than the calendar year.

The Board of Trustees now redefines the faculty working year as constituting the ten-month period beginning on September 1 and ending on June 30.

(eff. 12/13/66)

TEACHING EFFECTIVENESS
(Faculty Evaluation of Faculty)

Appendix C
Faculty Evaluation Form

Planner	5.	4.	3.	2.	1.
___1. Quality and Completeness of syllabus	1. Excellent	Very Good	Average	Poor	None
___a. Appropriateness and currency of bibliography	a. Very current	Good	Adequate	Out of date	None
___b. Quality of instructional planning	b. Precise, Complete	Very good	Average	Poor	Unplanned
Instructor					
___2. Variety of teaching techniques used	2. Outstanding	Above average	Average	Some Variety	Always the same
___3. Stimulates relevant student involvement in course content	3. Involvement required	Involvement encouraged	Involvement Accepted	Involvement discouraged	No evidence
___4. Willingness to allow students freedom of expression and independent thinking in group work	4. Met with encouragement	Encouraged	Accepted	Tolerated	Prohibited
___5. Course content in keeping with contemporary scholarship	5. Scholarship generally current	Usually current	Current	Frequently out-dated	Non-existent
___6. Encouragement of critical thinking and analysis	6. Critical thinking and analysis required	Critical thinking and analysis encouraged	Accepted	Critical thinking and analysis discouraged	No evidence
___7. Appropriateness of assignments, readings, papers, etc.	7. Superior	Very appropriate	Average	Inadequate	None
Facilitator of Learning					
___8. Willingness and ability to help students with learning problems	8. Always helpful	Above Average	Average	Rarely helpful	Unconcerned
___9. Availability of instructor for student conferences	9. Always available	Above Average	Average	Rarely available	Not at all
___10. Rapport between faculty members and students	10. Excellent	Very good	Good	Fair	None

Appendix C (Contd.)

Evaluator	5.	4.	3.	2.	1.
___11. Promptness in returning assignments, quizzes, etc.	11. Extremely prompt	Above average	Average	Dilatory	Not returned
___12. Appropriateness of types of evaluation used	12. Excellent	Above average	Good	Appropriate	None
___13. Degree to which course objectives appear to be met	13. Fully met	Above average	Average	Poor	Not met
___14. Overall Assessment	14. Outstanding	Very good	Average	Fair	Poor

Comments:

Recommendations:

Follow up:

Appendix D

Instructor Evaluation (To be used by students)

Student Evaluation Form

Instructions: Please place the number of your response in the left-hand margin.

A. Instructor	5.	4.	3.	2.	1.
___1. Enthusiasm for subject area	1. Unusual	Above average	Average	Below average	Non-existent
___2. Explanation of attendance policy	2. Very clear	Clear	Average	Vague	None
___3. Knowledge of subject area	3. Excellent	Very good	Average	Mediocre	Poor
___4. Completeness of course syllabus	4. Clear & complete	Above average	Routine	Incomplete	None
___5. Clear expression of course objectives	5. Concise & direct	Above average	Adequate	Vague & incomplete	None
___6. Organization of course material	6. Excellent	Well organized	Average	Poorly organized	Disorganized
___7. Statement of course requirements	7. Complete & concise	Above average	Acceptable	Vague	None
___8. Quality of preparation for class sessions	8. Excellent	Very good	Average	Mediocre	Poor
___9. Clarity in making assignments	9. Extremely clear	Direct & concise	Average	Vague	Confusing
___10. Ability to evoke class discussion	10. Unusually successful	Excellent	Adequate	Rarely successful	None
___11. Ability to involve students in classroom activities	11. All involved	Most involved	Majority involved	Little participation	No involvement
___12. Willingness to allow appropriate free expression and independent thinking in course work	12. Met with enthusiasm	Encouraged	Accepted	Tolerated	Prohibited
___13. Explanation of instructor's working system	13. Clear & concise	More than adequate	Average	Confused & incomplete	None
___14. Number of evaluations during course.	14. Ideal	Well balanced	Acceptable	Inadequate	Very Inadequate
___15. Prior explanation of type: of evaluation to be used	15. Usually clear	Well explained	Average	Poorly explained	None
___16. Relationship of evaluations to course objectives	16. Unusually relevant	Above average	Appropriate	Rarely relevant	Irrelevant
___17. Fairness of evaluations used	17. Excellent	Always fair	Sometimes unfair	Often unfair	Always
___18. Promptness of return of assignments quizzes, tests	18. Extremely prompt	Punctual	Acceptable	Consistently slow	Not returned
___19. Skill in guiding the learning process	19. Unusual	Above average	Average	Below average	Poor

	Instructor	5.	4.	3.	2.	1.
___20.	Ability to help students to understand abstract or complex ideas	20. Always successful	Usually successful	Average	Rarely successful	Non-existent
___21.	Availability of instructor for conferences	21. Always	Nearly always	Frequently	Rarely	Never
___22.	Ability of instructor to stimulate in subject area	22. Excellent	Very good	Average	Fair	Poor
___23.	Degree to which instructor achieved course objectives	23. Completely	High degree	Acceptable	Poor degree	Not at all
___24.	Ability to use a variety of classroom approaches	24. Very many used	Variety used	Relies on a few	One predominates	Only one used
___25.	Comparison with other capable instructors you have known	25. Outstanding	Very good	Average	Below average	Unacceptable
___26.	Ability of instructor to assist individuals with their learning problems	26. Usually competent	Above average	Acceptable	Rarely successful	No ability

B. The Course

___1.	Organization of the course	1. Completely organized	Well organized	Acceptable	Poorly Organized	Disorganized
___2.	Relevence of assignments to course objectives	2. Totally relevant	Nearly always relevant	Often relevant	Rarely relevant	Totally Irrelevant
___3.	Relevance of textbook to the course	3. Most appropriate	Mostly relevant	Average relevance	Barely relevant	Irrelevant
___4.	Relevance of required reading to the course	4. Directly relevant	Mostly relevant	Usually relevant	Occasionally relevant	Not at all
___5.	Relevance of course content to stated objectives	5. Directly relevant	Mostly relevant	Usually relevant	Occasionally relevant	Unrelated
___6.	Degree to which course requires and recognizes student effort and initiative	6. To highest degree	To high degree	Usually	Rarely	Not at all
___7.	Contribution of this course to your general background as a student	7. Excellent	Very good	Average	Below average	No contribution
___8.	Contribution of this course to your major or concentration	8. Excellent	Very good	Average	Poor	None
___9.	Relation of this course to other courses	9. Interrelated	Very related	Usually related	Rarely related	Unrelated
___10.	Value of this course to other courses	10. Excellent	Very good	Average	Poor	No value

REPORT OF CLASSROOM VISITATION - MCKAY CAMPUS SCHOOL APPENDIX E

Teacher _____ Date _____

CLASSROOM _____ DEPARTMENT _____ PERIOD ____

CLASSROOM (All aspects, physical and general atmosphere)
Observations:

Recommendations:

DISCIPLINE (Control of student activities)
Observations:

Recommendations:

CLASS PREPARATION (Plan, materials, continuity)
Observations:

Recommendations:

METHODS (Practices, motivations, presentation)
Observations:

Recommendations:

ACHIEVEMENT (Evidence of accomplishment of objectives)
Observations:

Recommendations:

GENERAL COMMENTS:

This report has been discussed with me.

_____ _____
Teacher's Signature Supervisor's Signature

TEACHER EVALUATION SCALE

Date _____

TEACHER'S NAME _____ SCHOOL _____

Directions: Please check the appropriate column at the right on the basis of the following:

3 - Good to Superior
2 - Adequate
1 - Inadequate
X - To be checked only when supervisor cannot make a rating because item does not apply

	3	2	1	X
A. EFFECTIVENESS IN THE CLASSROOM				
1. Has thorough knowledge of subject matter.				
2. Uses well-organized plans for classwork.				
3. Uses well-balanced variety of effective teaching techniques (e.g., project and unit work, demonstrations, audio-visual aids, bulletin and chalkboards, exhibit cases, field trips, and homework).				
4. Encourages self-direction and independent thinking in children.				
5. Provides for individual differences by intelligent utilization of available resources and techniques consonant with the student's ability.				
6. Offers willingly and selflessly additional pupil assistance.				
7. Maintains control founded on respect and understanding, not fear.				
8. Maintains an attractive and healthful learning environment.				
9. Classroom atmosphere fosters a comfortable and eager student reaction.				
10. Measures student's progress effectively.				
11. Shows fairness, impartiality, and patience in working with people.				

	3	2	1	X
B. PERSONAL QUALIFICATIONS				
1. Consideration of others--students and colleagues.				
2. Displays the desirable characteristics expected of a person in the teaching profession.				
3. Uses tact in his dealing with persons within and without the profession.				
4. Demonstrates the ability to use the English Language well (oral and written) while showing a tolerance and understanding of other communication modes.				
5. Has poise and self-control.				
6. Has interests outside of the profession which contribute to his effectiveness as a teacher.				
7. Personal appearance with respect to neatness and cleanliness.				
C. PROFESSIONAL ATTITUDES				
1. Has high standards of ethics in his dealings with the profession, the parents, and the pupils.				
2. Displays a willingness and enthusiasm to work for the overall good of the school.				
3. Is willing to experiment with new techniques and ideas which appear to have promise.				
4. Sees ways of improving his ability and teaching effectiveness.				
5. Works co-operatively with fellow teachers and administrators.				
6. Is prompt and accurate in handling records and reports.				
7. Is reliable and conscientious in adhering to the school's time schedule.				
8. Belongs to and takes active part in professional organizations.				
9. Is effective in training and supervising assistant teachers and facilitating their induction into the profession.				

(Additional comments, if necessary)
Efficient and effective utilization of team planning time and evidence of productive results.

List of Consultants

Name	Present Affiliation
James Fogin	Rutgers University
John Conlon	University of Massachusetts
Norman Eiger	Rutgers University
Myron Lieberman	City University of New York
George Lodge	Harvard University
Reverend Michael Walsh, S.J.	Boston College High School
Robert York	University of Maine

Appendix F

EVALUATION FORM - 10-MONTH LIBRARIAN

Place the number corresponding to your evaluation of Librarian in the space provided on the left.

		5	4	3	2	1
_____1.	Knowledge of the library's collections and services	Very Complete	Above Average	Average	Fair	Poor
_____2.	Knowledge of libary service area to which assigned	Very complete	Above average	Average	Fair	Poor
_____3.	Knowledge of other areas of service beyond that to which assigned	Very complete	Above average	Average	Fair	Poor
_____4.	Knowledge of directions in which Fitchburg State College Library is developing	Very complete	Above average	Average	Fair	Poor
_____5.	Completeness of technical library skills	Very complete	Above average	Average	Fair	Poor
_____6.	Awareness of new developments in college librarianship	Very current	Above average	Average	Fair	Poor
_____7.	Quality of services rendered to students	Excellent	Above average	Average	Fair	Poor
_____8.	Quality of services rendered to faculty	Excellent	Above average	Average	Fair	Poor
_____9.	Attitude toward students and faculty	Always helpful	Often helpful	Average	Somewhat helpful	Rarely helpful
_____10.	Makes contributions to library planning and development	Frequently	Occasionally	Average	Seldom	Never
_____11.	Contribution to library staff teamwork	Always acts as team-member	Usually acts as team-member	Average participation	Seldom acts as team member	Never

Appendix F (contd.)

		5	4	3	2	1
_____12.	Degree of initiative	Superior	Above Average	Average	Below Average	None
_____13.	Professional participation	Leader in library groups	Attends meetings regularly	Average	Seldom joins or attends meetings	None
_____14.	Continuation of formal education	Regularly enrolled	Often enrolled	Average	Seldom enrolled	Never enrolled
_____15.	Overall effectiveness	Superior	Above average	Average	Below average	Poor

Commendations:

Recommendations:

Follow-up:

1421